

**TERMS & CONDITIONS
AND
SPECIFICATIONS
For
Setting up of
NOFN NMS TEST-BED**

On Turnkey Basis

**TENDER NUMBER:
C-DOT/TENDER/2013-2014/004
Dated 05-09-2013**

SECTION 1: INTRODUCTION:

CENTRE FOR DEVELOPMENT OF TELEMATICS[C-DOT], a registered scientific society set up by the Govt. of India, is pursuing research work in Telecommunications. C-DOT, **on behalf of M/s. Bharat Broad Band Nigam Limited(BBNL)** invites sealed quotations from OEMs / System Integrators / Authorized Indian Representatives of OEMs, hereinafter referred as “Bidder”, for supply, installation, testing, commissioning, warranty and after sales support of National Optical Fibre Network (NOFN)- **Network Management System (NMS) TEST-BED (on turnkey basis only)** at our Bangalore Premises to monitor & manage 10000 Gram-Panchayats(Network Elements) from NOFN-NMS Test bed as per **details given in Annexure A & B of this document**. The services under AMC (after the expiry of Warranty period) shall be requisitioned by C-DOT/BBNL at some later point of time (will be intimated in writing to the supplier). **The prices should be quoted strictly as per enclosed format in INDIAN RUPEES only.**

1.1 Responsibilities of the bidder

- 1.1.1 Refer to Annexure - B for Responsibilities, Terms and conditions and SLA

2.0 Eligibility criterion:

- 2.1 The Bidder should be registered & incorporated in India under the Companies Act, 1956.
- 2.2 **Bidder must have a full-fledged service and support centres at Bangalore & Delhi.** The Bidder must submit details of their offices (address along with manpower available at the office, name of the in-charge and contact details, phone nos. etc as per format given in **Annexure-VII**) and also the responsible officer. **There must be an independent technical person to support installation and post maintenance.**
- 2.3 The bidder shall provide a list of the OEMs / main technology partners whose equipment / solutions are being offered in the bid. **Only one combination for the whole set of equipment shall be quoted. Alternative technology options within the bid are not acceptable and such bids shall be rejected.**
- 2.4 **The bidder shall submit valid document from all the OEMs, whose equipment / solutions are being offered in the bid, with regard to being their authorized Indian representative.** The date of such authorization should be current as on the date of release of this tender i.e., 05-09-2013 and should have a validity of at least another six months, thereafter.
- 2.5 **The bidder shall submit a joint undertaking duly signed by themselves and all the OEMs for their proposed equipment/ solution, to provide support as per tender terms & conditions, to the Purchaser for a minimum period of six (6) years. The Bidder shall have back-to-back agreements with each of the equipment/solution providers individually,** so that the respective product support for operation, maintenance and upgrades is available to the Purchaser for a minimum period of six (6) years (3 years under warranty & 3 years under AMC) for this project. **A copy of such undertaking shall be made available to the Purchaser at the time of submission of the bid. Technical bid may not be accepted without OEM arrangement.**
- 2.6 **The bidder should have successfully completed minimum two turnkey project to the magnitude of Rs 2.00 Crores per year during last three consecutive financial years (2010-11, 2011-12 & 2012-2013).** Proofs to this regards has to be submitted. **Self-certification shall not be entertained.**

- 2.7 **An undertaking to the effect that** “the bidder should not have been banned/blacklisted by any Govt Department, Central Govt. Unit/PSU/Financial Institutions/court **during preceding five financial years ending March 2013**”, is to be submitted.

3. **Instructions to the bidders:**

- 3.1 Tenders should be sealed, superscribed “Tender No. C-DOT/TENDER/2013-2014/004, Item Description and submitted only at the following office:

PURCHASE GROUP

Centre for Development of Telematics
Electronics City, Phase-I, Hosur Road,
Bangalore 560 100
Tel No. 080-25119574 / 25119568
Fax No.080-25119572

- 3.2 **Tenders should be submitted at C-DOT Reception on or before the closing date, i.e. before 08-10-2013 (1400 hrs.),** if delivered personally. If the bids are sent by post/courier, the tender **must reach C-DOT reception**, Bangalore, at the address given above before closing time and closing date, i.e 08-10-2013 before 1400 hrs.C-DOT is not responsible for delays of any nature including postal and force majeure. **Bids received after due date and time will not be accepted under any circumstances.**

A pre-bid meeting would be held at C-DOT, Bangalore at 1400 hrs on 16-09-2013. All the queries in ***.xlsx format** only should reach C-DOT by e-mail latest by 13-09-2013 1200 hrs to **tender@cdot.in**. A maximum of 03 authorized representatives will be allowed to attend the Pre-Bid meeting.

In the event of no such clarification sought, it will be deemed that the bidders have understood the parameter / requirement indicated / enunciated / described completely and are complying with the same at the time of submission of the tender. **The bidders may also note that no request for clarifications will be entertained after the above date. The replies to pre-bid queries shall only be uploaded on c-dot website only. [www.cdot.in]**

The schedule of opening of bids is as follows and at the following venue:

	Date	Time
Pre-Bid Meeting	16-09-2013	1400 hrs
Last Date of Bid Submission	08-10-2013	1400 hrs
Technical Bid Opening	08-10-2013	1430 hrs

in the presence of intending bidders at C-DOT, Bangalore

- a) **Bid Rejection : The EMD @ 2% of your total quoted value should be submitted only in the Financial Bid Envelope with a validity of 6 months and with an undertaking to be enclosed in the technical bid for the same**(without disclosing the amount) that the EMD has been enclosed in the financial bid.

Bids without EMD and Tender fee shall be rejected outright. In case the document is

downloaded from our website, then please ensure that the Tender Document fee of Rs 1,000/-(Rupees One Thousand Only) favouring CENTRE FOR DEVELOPMENT OF TELEMATICS is also separately enclosed with the technical bid.

3.3 Items to be supplied

Tenders are invited for the following items, as per details given in clause 3.3.1 and the specifications given in Annexure-A. **Since it is a Turnkey project, the bids to be submitted for all the items listed in section 3.3.1 in toto. No bids for individual items shall be entertained.** It is mandatory for the bidder to comply all Terms and Conditions given in Annexure - II. The Bidder shall mandatorily give compliance statement against each clause mentioned therein. **Please note that C-DOT reserves the right to alter/modify the quantity of any individual item as well as drop any particular item.**

C-DOT may also at its discretion give a repeat order of the entire quantity or part thereof for our Delhi & Bangalore office within a period of one year from the date of original PO.

3.3.1 NOFN NMS Test-Bed Infrastructure shall contain the following items:

Sl. No.	ITEMS	QTY
1.	4 SOCKET BLADE SERVERS I. 2 CPU, 512GB RAM II. 2 CPU, 256GB RAM	3 1
2.	2 SOCKET BLADE SERVERS III. 2 CPU 64GB RAM	4
3.	BLADE CHASSIS	1
4.	Desktop I with Redhat Linux	3
5.	Desktop II with Windows 7	3
6.	VIDEO WALL ELEMENTS	4
7.	VIDEO WALL CONTROLLER	1
8.	LAYER 3 SWITCH	1
9.	UPS	2
10.	TAPE LIBRARY	1
11.	BACKUP SOFTWARE (Server and SAN Based license)	1
12.	ROUTER	2
13.	GSM MODEM	1
14.	SERVER RACK	1
15.	AUTOMATIC TRANSFER SWITCH	1
16.	External Storage Device	1
17.	TAPE CARTRIDGES (1.5 TB Uncompressed capacity)	8
18.	Cables: OFC LC/LC 2m UTP Cables: 2m 30m	4 20 1
19.	Oracle Database Enterprise 11g Latest Release version Processor based license with partitioning option	8

NOTE: 1. For all the equipment, necessary cables, connectors and accessories if any, should be supplied.

2. The total quantity may change at the time of ordering at the sole discretion of C-DOT.

3.4 Bidders are requested to study the terms and conditions (including AMC) of the tender carefully and then submit tenders accordingly. Any tender/quotation received against this tender and any Purchase Order/Work Order/Annual Maintenance Contract resulting from this tender shall be governed by the terms and conditions (including SLAs) indicated in this tender document and the bidder quoting against this tender shall be deemed to have read, understood and accepted the same unconditionally.

3.4.1 The Technical bid should contain the following:

Sl. No	Technical Bid should contain
1	An undertaking has to be given in the Technical Bid Envelope, certifying that the EMD of 2% of the total quoted price has been kept in financial bid (without disclosing the amount). All documents have to be submitted in soft copy format (in a DVD) as well as in hard copy format.
2	Eligibility Criteria documents as per clause 2.1 to 2.7 to be enclosed in a separate folder. No clarifications will be taken by C-DOT incase, the same is not enclosed with the Technical Bid.
3	Technical quote mentioning the details of make & model quoted, specifications, design etc.
4	Data Sheets/Technical literature/Catalogues
5	Technical Compliance as per Annexure - I
6	Commercial Compliance as per Annexure - II
7	Year of launch of the equipment and EOL of the equipment
8	BLANK COMMERCIAL BID (As per format enclosed vide Annexure - III(a & b))
9	Scope of Warranty (compliance as per clause no. 4.0)
10	Scope of Post-warranty CAMC (compliance as per clause no. 5.0)
11	Clients' list
12	List of OEMs and authorization certificate from all OEMs
13	A written commitment from the OEM to provide support for the system(s) as per the SLA terms and conditions in case the partner/supplier fails to provide adequate and quality support.
14	Acceptance for submission of Performance Bank Guarantee as per Annexure - V, for 10% of the PO value for a period of three and a half (3 ½) years at the time of release of PO. The PBG has to be extended depending on the acceptance of the system by C-DOT.
15	Acceptance letter to sign NDA with C-DOT on Non-Judicial Stamp Paper of Value of Rs. 200/- (on receipt of PO).

3.5 The Commercial (Financial) bid should contain the following:

Sl.No	Commercial bid should contain
1	EMD of 2 % of the Total quoted price (as given in Annexure - III) inclusive of All taxes & Levies. All documents have to be submitted in soft copy format (in a DVD) as well as in hard copy format.
2	Commercial quote containing the price information of the items quoted in the technical bid. Strictly as per the format enclosed at Annexure - III(a & b) : a. Supply, installation & commissioning of the items on F.O.R. C-DOT Premises as per BOM and format Annexure - III b. Three years comprehensive on-site warranty as per clause 4 , or as specifically stated in the specifications) c. Post-warranty CAMC after completion of successful warranty period from the date of acceptance of the equipment for 03 years to be quoted as per clause 5 (as specifically stated in the specifications) d. Payment terms for post-warranty CAMC is deferred quarterly basis i.e. after successful completion of services. No Advance payment terms shall be acceptable.
3	Payment terms - Milestone Basis as per Clause 7
4	Delivery schedule - To be explicitly stated in your technical and commercial offer.

3.6 The bidder shall make a detailed Presentation to C-DOT, covering the features of the items being quoted at the time of technical evaluation. Site visit may also be done by the Committee to verify the credentials of the bidders.

3.7 Evaluation criteria: Shall be based on the technical compliance given by the vendor and also the demo of the project undertaken as per the criteria given in the clause 2.3.

3.8 Lowest Bid shall be decided on the basis of the total items' cost with mandatory 3 years warranty Annexure - III(a) plus AMC charges for 3 years after in-built warranty of 3 years (as given in Annexure - III(b)). Price bids without AMC price and not in line with Annexure - III(a & b) shall be summarily rejected. No clarifications shall be taken under any circumstances.

3.9 REJECTION FACTORS :

The quote shall be liable to be rejected in the event of any of the following:

- a) Tender fee not submitted in case the tender was downloaded from C-DOT website.

- b) Quote not submitted in two bids i.e. Technical bid & Commercial bid separately
- c) Eligibility Criteria proof not enclosed separately in the Technical bid.
- d) Compliance Statement as per Annexure - I & II is not enclosed.
- e) Prices not quoted explicitly as per given format viz. Annexure - III(a & b). No other format shall be accepted. However, additional details can be added incase required.
- f) Prices not quoted for the hardware & software with three years on-site Comprehensive warranty from the date of acceptance as per clause No.4.
- g) Non-acceptance for submission of Performance Bank Guarantee as per Annexure - V for 10% of the PO value for a period of three and a half (3 ½) years at the time of release of PO. The PBG has to be extended depending on the acceptance of the system by C-DOT.
- h) Authorization letter from the OEM, Technical compliance , Commercial compliance and written commitment for support from OEMS are not found..
- i) All Demand Drafts/Pay Orders/Performance Bank Guarantee or any other type of payment shall mandatorily be in the name of Centre for Development of Telematics only.

3.10 **No counter terms and conditions will be accepted by C-DOT.** Bids not complying to C-DOT terms & conditions will be summarily rejected. No clarifications will be entertained.

3.11 This tender is non-transferrable. The bidders shall only be OEMs / System Integrators / Authorized Indian Representatives of OEMs of the Foreign Principals.

3.12 Under this tender, installation and Commissioning are to be done at our Bangalore Premises. Bidders must have presence in Bangalore and must be having sufficient technical team to support during warranty and post installation maintenance support as prescribed in AMC/SLA. Further , the bidders to also have the presence in Delhi to provide support to the supplied items in case the set-up is shifted.

3.13 The Bidder must submit details of their offices (address along with manpower available at the office, name of the in-charge and contact details, phone nos. etc as per format given in Annexure - VII) and also the responsible officer. There must be a independent technical person to support installation and post maintenance at our Bangalore office. **Bidder should mandatorily have a full fledged service and support centre in Bangalore.**

3.14 The technical bid should contain information on specifications, design, hardware, capacity and other relevant technical details conforming to C-DOT requirements.

The bidder has to submit hard copy as well as soft copy (on DVD) of both Technical and Commercial bids(in xls), the same must be kept in their respective envelopes, in case of any discrepancies hard copy shall prevail.

The technical bid must also contain offer for comprehensive AMC for three years after expiry
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of 03 years warranty on the hardware and software. The format of the AMC agreement is given in Annexure - VI. The purchaser or BBNL shall be at liberty to enter or not enter into AMC post warranty or enter into AMC for a period equal to or less than three years. However, the per year AMC rates quoted by the bidder now shall remain valid when it is time to enter into AMC after the warranty period. **The vendor shall submit a list of critical spares.** It may be noted that the AMC terms shall not require the customer to buy spares. It will be the responsibility of the successful bidder to maintain such spares and personnel at support centers as will be required to meet the SLA conditions.

It is imperative to mention here that the technical bid should be accompanied by all data sheets, technical literature, compliance chart and catalogues for each item in original. Please indicate the year of introduction of the equipment / software into the market as well as the year of manufacture of the equipment/ software being quoted and the estimated life of the equipment wherever applicable.

3.15 Bidders should submit the bids for the complete solution only along with E.M.D(to be kept in their financial bids only). E.M.D. amount should be submitted by way of a crossed demand draft favoring “Centre for Development of Telematics” or by way of Bank Guarantee (in the format enclosed). The same will be returned interest free, to the unsuccessful bidders within 6 months from the closing date of the tender or release of Purchase Order, whichever is later. The Bank Guarantee should be valid for 6 months from the last date of submission of the bids. **The EMD is payable by all categories of bidders and no exemption from E.M.D. is permissible. Quotes without E.M.D. shall be treated as invalid.** EMD sent in the form of Fixed Deposits will not be accepted. As stated earlier, an undertaking must be enclosed in the Technical Bid stating that the required EMD has been kept in the financial bid.

3.16 Technical Compliance statement strictly as per the given format for each tendered item is a pre-requisite for evaluation. Therefore the same must be submitted with the technical bid. **Any falsification / suppression in the compliance statement would lead to the rejection of the bid with forfeiture of the E.M.D.** Corresponding to each technical specification in the compliance statement, relevant serial no. / page no. / line no. etc., in the data sheet should be indicated and highlighted. Incomplete compliance statement or compliance statement in a different format may lead to rejection of the bid. **It is mandatory to attach the compliance statement of the respective terms and conditions enclosed with the technical specifications (Annexure - A & B).**

3.17 A compliance statement format is enclosed (Annex I & II). All columns should be clearly filled up. Failure to do so may result in the bid not being considered. Please highlight the quantitative specifications in your data sheet / technical literature. If the space is not sufficient, then additional sheets may be used. **The compliance comparison statement should be signed by the authorized signatory.** **If the compliance comparison statement is not filled up, then the quotations are liable to be rejected.**

The compliance statement should be enclosed with the technical bid only. Compliance statement with respect to commercial and special terms and conditions (Annexure - II) stipulated in the tender document should also be provided along with the technical bid. **The suggested ordering information (supplier part nos.) to match C-DOT's specifications must be indicated in the technical bid.**

3.18 Bidders shall submit a list of clients for whom they have carried out similar type of projects. This

list should clearly enunciate the address of the premises, with phone nos./fax nos./email and the names of the contact persons.

3.19 Price quoted should be on F.O.R. destination basis inclusive of all taxes and levies along-with freight and insurance etc. applicable as per Price format enclosed. Entry Tax / Octroi etc. wherever applicable shall have to be borne by the supplier initially and will be reimbursed on actuals on submission of documentary evidence. All necessary permissions / clearances in this regard shall have to be obtained by the supplier. **No clarifications will be entertained incase prices are not submitted as per our Format.**

3.20 PRICE should be quoted in INR only. Under no circumstances, bidders will be allowed to change their price bid once we have opened the technical bid or during the course of technical evaluation/clarifications. **Any additional items, if required shall have to be supplied without any additional financial implications.** Installation and other service charges if applicable to be separately indicated in the price bid.

3.21 No High Sea Sales Transaction shall be permitted for the turnkey tender.

3.22 In the case of successful bidders, E.M.D. amount will be forfeited by C-DOT in the following cases:-

a) All quotations received against this tender shall be governed by the terms and conditions/SLAs indicated in the tender document. If, after submission of the quotation, the bidder fails to honor the Purchase Order/Work Order/Letter of Intent or refuses to comply with any and/or all of the terms and conditions/SLAs of the tender, then the EMD amount shall stand forfeited by C-DOT without any further intimation.

b) If the bidder withdraws the offer during the validity period.

c) If the bidder fails to submit the 10% Performance Bank Guarantee in accordance with clause No. 3.23.

3.23 As per C-DOT tendering procedures, in respect of hardware items (including the software element that may be embedded in the hardware), the successful bidder(s) shall have to deposit a Security Deposit / Performance Bank Guarantee (PBG) equivalent to 10% of the total order value for a duration equivalent to the 3 ½ years or up to extended stipulated warranty. The same can be deposited through a Crossed Demand Draft favoring CENTRE FOR DEVELOPMENT OF TELEMATICS or a Bank Guarantee as per the enclosed format in the tender document. In case of submission of security deposit/Performance Bank Guarantee in the form of a bank guarantee, the same must be issued by a Nationalised / scheduled bank. Fixed Deposits shall not be considered as Performance Bank Guarantee.

3.24 The appraisal of the performance of the material and services provided during the warranty period shall be done by C-DOT and the same shall be binding upon the supplier.

- 3.25 Any update/upgrade/bug-fixes/patches available from the date of delivery till the end of AMC period has to be supplied and installed by the bidder at site without any additional cost.

4.0 **WARRANTY and AMC in Post warranty phase.**

- 4.1 The supplier shall warrant that all hardware , software and services to be supplied shall be New and free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and in full conformity with the C-DOT's specifications. Suppliers will be responsible for any defect that may develop arising from faulty material, faulty design and bad workmanship in the equipment/service and shall remedy such defect **at their own cost at site. The AMC document template is given in Annexure - VI.**

The bidders are required to submit their offers with an "In-built comprehensive onsite Warranty" of 3 years which should be comprehensive in all respects. By the term "Comprehensive Warranty" for a hardware item, it is meant that the diagnosis, troubleshooting, parts' replacement and calibration aspects would be the responsibility of the bidder. The "Comprehensive Warranty" in case of a software item shall mean that all bug fixes/patches/updates/upgrades/version releases shall have to be supplied and installed at site, under the control of C-DOT, by the supplier free of cost during the warranty period.

During the warranty period of three years (03 years) and subsequent AMC period the terms and conditions, SLA terms and Penalty Terms mentioned in Annexure - B shall be applicable in totality.

All statutory levies shall have to be met by the supplier and/ or their Indian Representatives towards replacement and repairs during the warranty period. In the case of exclusive software item, all statutory levies shall have to be met by the supplier and / or their Indian Representatives towards updation / up-gradation / version updates / patches for better performance / bug fixes. Thus the warranty should be comprehensive, all paid up and unconditional.

The bidders must necessarily quote for Comprehensive Annual Maintenance Contract (CAMC) for the equipment/software for the next THREE years following warranty period of three years. However, the decision of entering into CAMC for post warranty maintenance (or entering into CAMC for a lesser number of years, in which case pro-rata charges shall apply) and the type of support cover shall rest with C-DOT/BBNL and the same shall be final and binding on the bidders. Installation / commissioning and maintenance during the warranty period shall be the sole responsibility of the bidder. In case of any delays in installation / commissioning / rectification of faults during warranty/CAMC period, penalty shall be imposed as per details given in the AMC template.

It may be noted by the bidders that the warranty for three years will commence from the date of successful installation, commissioning and Acceptance Testing for the complete set-up.

IT MAY ALSO BE NOTED THAT THE BIDDER WILL NOT BE ALLOWED TO CARRY ANY STORAGE MEDIA (e.g. HARD DISKS, TAPE MEDIA etc.) OF ANY EQUIPMENT OUT OF THE PREMISES (INCLUDING THE FAULTY ONES). THE BIDDER WILL NOT BE RETURNED ANY FAULTY HARD DISK.

- 4.2 C-DOT/BBNL shall be at liberty to shift equipment from one site to another (including a new site). The warranty and services under CAMC, as the case may be, shall continue to be available from the supplier, at no extra cost, despite such shifting. However, transportation & Packing costs shall be borne by C-DOT/BBNL .
- 4.3 **Warranty Certificate** should be delivered at the time of acceptance of system; valid for 3 years from the date of successful completion of acceptances testing and commissioning. The certificate should clearly indicate the date of beginning and expiry of the warranty. Wherever duration of warranty is more than 3 years as mentioned in the technical specifications, the same may please be mentioned accordingly.
- 4.4 The bidders are required to provide the details about the date of manufacturing in case of hardware and road map for product/module development and update and upgrade path for software. It is also mandatory that the information pertaining to end of life (EOL) of both Hardware & Software quoted for is provided at the time of submitting the Technical & Commercial bid. The bidders who fail to provide such information shall be solely responsible for bearing the cost arising out of obsolescence and/or end of life (EOL) at a later date, if they happen to be the beneficiary of C-DOT orders.

Apart from the above, the date of launch of the equipment / software quoted in the (international) market must also be indicated in the technical as well as commercial bid.

5.0 **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (TEMPLATE OF DETAILED CONTRACT IN ANNEXURE - VI)**

- 5.1 Entering into AMC at all or for a lesser number of years (pro-rata charges to apply) shall be at the discretion of C-DOT/BBNL. **Bidders must quote for comprehensive on-site AMC, which shall include labor and cost of the material, strictly as per SLA terms, for a period of 3 years after the expiry of 3 years' warranty period** as mentioned above, to enable C-DOT/BBNL to decide. The AMC shall be comprehensive and shall not require the purchaser to procure and store recommended spares at the site during warranty / AMC.

The Comprehensive on-site AMC must be quoted by all the suppliers for the subsequent three years' period over and above the warranty period. The Comprehensive on-site AMC prices should be based upon the percentage of the Purchase price or prevailing list price at the completion of three years, whichever is lower. For each item the AMC prices should be explicitly mentioned. **Price Bid without AMC shall be summarily rejected.**

- 5.2 Clear details about the labour charges on per call basis and list of critical spares along with the cost may also please be given **(Annexure-VIII)**, in case the purchaser wishes not to enter into a comprehensive AMC contract. **The bidders must also enclose the list of critical spares, and their required quantities during post warranty period. The bidders must quote for these spares so that there are no future ambiguities involved. Preferably the cost of spares should be the same as that in the above referred list or relevant to prevalent market prices whichever is lesser, at**

least for a period of up to 3 years after the expiry of the warranty period. The cost of the spares and labour charges would not be the basis for financial comparison.

In case of software, Operating System, Equipment Firmware and Equipment OS, during installation, integration, acceptance testing, warranty period, extended warranty period and CAMC (if awarded), all updates and upgrades shall be supplied and installed free of cost on pre-paid freight basis. The support shall have to be mandatorily on-site. However, in exceptional cases remote support from OEMs'/vendors' software/service centers, through phone/Email/Fax, etc shall also be required and is a must. The time limit within which such calls shall be attended to shall be only based on the SLAs mentioned in this document.

- 6 **DELIVERY SCHEDULE** : Time being the essence of the contract, the following delivery schedule shall be followed by the suppliers:

- (i) **Delivery of all the material at all the sites within 6-8 weeks on receipt of P.O.**
- (ii) **Installation , commissioning and integration of all hardware and software within 2 weeks from delivery of material.**

- 7 **PAYMENT TERMS:** Milestone as per details appended below. Please note that no payments shall be made unless the required Performance Bank Guarantee has been submitted by the supplier:-

MILESTONES	%AGE PAYMENT
i) On receipt of all the material at Bangalore Premises as per the terms and conditions of the tender and technical requirements / specifications.	50
ii) On installation, commissioning, acceptance test by concerned authorities for the entire material.	40
iii) On successful completion of 3 years warranty from the date of acceptance.	10

C-DOT SHALL NOT ACCEPT ANY REQUESTS FOR ADVANCE PAYMENT. FURTHERMORE, NO REQUEST FOR CHANGE IN PAYMENT TERMS SHALL BE ENTERTAINED.

It may please be noted that deduction of penalty due to delayed delivery shall be deducted from the milestone payment.

ALL THE PAYMENTS WILL BE RELEASED FROM C-DOT, BANGALORE.

PAYMENT TOWARDS AMC cannot be made upfront. The same shall be made once in three months (quarterly) on submission of an appropriate invoice subject to satisfactory services rendered and accepted by C-DOT.

- 7.0 In case the delivery schedules are not adhered to and the supplies get delayed beyond schedules, **penalties shall be imposed on the vendor/bidder by C-DOT and the penalty to be imposed will be @ 0.5% for every week subject to the maximum being 5% of the total PO value. Delay beyond 6-8 weeks will be treated as an exception and C-DOT reserves the right to impose**

additional penalty at its discretion.

- 7.1 In case the party fails to deliver the material/software or services even beyond the extra time allowed with penalty as mentioned above, C-DOT reserves the right to make alternate procurement and arrangements only at the suppliers' cost and risk. For this, the supplier shall be served with a notice of 2 weeks under a registered cover and in case of non-performance, on expiry of the notice period, the cost of alternate procurement /arrangements shall be recovered from the vendor.
- 7.2 **INSPECTION:** Materials, on their arrival at sites specified by C-DOT, will be inspected for transit damage and short shipment against invoice / delivery note /copy of PO by C-DOT officials. The part code mentioned in the PO should match with the part-codes mentioned in Invoice/Packing list. Any deviation/ difference, has to be certified by the OEM with appropriate reason for the same and shall provide a fool-proof mechanism for BOM verification, acceptable to C-DOT. The bidder shall install commission and test the installation as per scope defined in this document under C-DOT site officer's directions. The installation report shall be sent / emailed to C-DOT to enable them to assess readiness of the site for installation and commissioning of the application software. The rejected material(s) will need to be collected by the supplier within a reasonable period of time from C-DOT premises and all the charges on the same will have to be borne by the supplier. Replacements will have to be delivered at the site by the vendor before he is allowed to collect the rejected materials (except any type of storage media like hard disk, tapes, DVDs etc.) from the site. All formalities for import of replacements etc, if needed, will have to be taken care of by the vendor. In case we do not receive any response to our letters asking the suppliers to collect the rejected material within 10 weeks from the receipt of the rejected material at site, the same may be disposed off through auction, and the proceeds thereof shall be treated as earnings to the purchaser.
- 8 **Training** of general nature on the equipment/software should be provided free of cost to authorized personnel of C-DOT/BBNL.
- 9 **Bidders** shall be required to provide complete assistance/guidance at site during the SITE PREPARATION and INSTALLATION & COMMISSIONING. **The installation and commissioning of the Equipment / Software at the place designated by C-DOT shall be the responsibility of the bidder. All associated costs including those of taking the material to the designated place shall have to be borne by the bidder.**
- 10 **Confidentiality and Non-disclosure Agreement**
- All deliverables, as well as information, including advice, recommendations, observations and comments transferred by C-DOT will be for the sole and exclusive use of C-DOT. The supplier will now or hereafter NOT divulge any of the information from the inputs provided by C-DOT or those generated by supplier during this and concerning this work to any third party. **The selected supplier has to sign a Non-Disclosure Agreement with C-DOT on Non-Judicial stamp paper of value of Rs. 200.00.**
- 11 **The bidder shall necessarily ensure availability of essential spares and software upgrades/updates etc for a minimum period of 2 years after the expiry of AMC.**
- 12 **The bidder shall be required to necessarily submit the Test Report /Self Certification clearly enunciating that the parameters / specifications to which they have shown compliance in the Compliance Chart have been technically met and adhered to. They should further certify that**

these parameters / specifications are within the quoted / specified limits and that the equipment / software being supplied is working satisfactorily. Such a certificate must be enclosed with the original Shipping Documents. SCOPE of the tender includes supply, installation, testing, commissioning, integration comprehensive 3 years warranty & after sales support and subsequent 3 years annual maintenance support to be provided by the supplier. All support / maintenance shall have to be provided by the supplier at-site as per the terms and conditions indicated in this tender document.

Detailed infrastructure facilities and technical capabilities may be submitted along with the technical bid. Tenders should be complete in all respects and incomplete tenders not complying with the terms & conditions shall be summarily rejected without any notice.

- 13 **Quotations should be valid for a period of at least 06 months from the closing date of the tender.**
- 14 If, at any time, during the performance of the Purchase Order, the suppliers encounter conditions impeding timely delivery of goods and performance of service, then they should promptly notify C-DOT, in writing, of the fact of the delay, the cause of delay and its likely duration. C-DOT shall evaluate the situation and at its discretion, decide to extend the suppliers, time for performance. C-DOT's decision will be final and binding.
- 15 **C-DOT reserves the right to award work to deserving bidder on Turn Key basis.** The decision of C-DOT shall be final and unquestionable.
- 16 C-DOT reserves the right to reject/accept any part or full Tender(s) without any reason whatsoever.
- 17 FORCE MAJEURE shall mean and be limited to War hostilities, riot or civil commotion, earthquake, flood or other natural physical disaster and restriction imposed by the Government or their statutory bodies which prevents or delays the execution of the contract. In the event of delay lasting over one month, if arising out of cases of Force Majeure, C-DOT will still reserve the right to cancel the order/contract.
- 18 Disputes, if any, arising out of the above tender will be referred to courts having jurisdiction over Delhi only and shall be subjected to Indian laws including the law relating to Consumer Protection.
- 19 The specifications indicated in the tender are as per C-DOT's requirement. Bidders have the option of quoting strictly as per the specifications indicated in the tender document or offer any equivalents meeting C-DOT's requirement. However, based on the compatibility, the decision of C-DOT on acceptance/rejection of the same would be final and unquestionable.
- 20 Please note that any falsification / suppression of information could lead to tender disqualification.
- 21 **C-DOT is an R & D organization and is thus not registered under any State's Sales Tax or Central Sales Tax and thus has no C.S.T. numbers.** Hence, no concessional forms will be issued from C-DOT.

22 Exact details of Excise duty, Sales Tax, VAT, Service Tax and other levies must be clearly indicated. **Please do not indicate taxes & levies "as applicable". It may be noted that C-DOT will not be giving ANY CONCESSIONAL FORMS nor will be claiming any MODVAT concessions. As the material is being procured on behalf of M/s BBNL, all taxes and levies will be applicable. C-DOT is not entitled to avail Excise Duty/Custom Duty exemption against this procurement. No Form- "C or D" certificate is applicable.**

23 In case, the date of opening of the tender happens to be an unscheduled holiday, the tender will be opened on the NEXT WORKING DAY at the same time and venue.

24 Indemnification:

The supplier shall irrevocably defend, indemnify and hold harmless C-DOT against all claims, losses, liabilities, costs, damages, actions, suits, proceedings and expenses related thereto (including reasonable legal fees and costs), resulting from infringement of any patent, trademarks, copyrights of third parties, or, breach of applicable statutory laws, Acts, regulations, ordinances, or, negligent or willful acts and misrepresentation on its part.

25 Dispute Settlement:

Any dispute, difference or disagreement between C-DOT and the supplier concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time. Either Party may refer the dispute to the sole Arbitrator, to be nominated by the Executive Director, C-DOT. The language of arbitration proceedings shall be English and the venue and jurisdiction of the arbitration shall be New Delhi. The arbitration award shall be final and binding on both the Parties.

ANNEXURE - A

TECHNICAL SPECIFICATIONS

SL.NO.1 BLADE SERVER (4 SOCKET) I: 3 NOS.

Sl. No.	Description
1.	2 CPU * Intel Xeon Octa Core E5 4650L or latest (2.60 GHz or higher) CPU with >=20 MB of L3 Cache with 4 CPU sockets
2.	512 GB DDR-3 LRDIMM Memory (Upgradeable to 1TB or more) with memory protection features, 1333MHz or higher. The DIMM slots shall be populated with highest available memory size module. (16x32GB DDR-3 LRDIMM @1333 MHz)
3.	Integrated Hardware Disk Controller to support RAID 1
4.	2 x 300 GB SAS 15K HDD
5.	Integrated on board Graphics
6.	4x10Gbps Ethernet Ports Onboard/Peripheral with maximum of 2 ports per controller.
7.	Remote management port should support remote installation of OS, remote power on/off
8.	HBA card with 2x8Gbps ports for SAN connectivity
9.	At least 1 USB Port On Front panel
10.	Power supply From the Blade Chassis via Passive Mid-plane power Connectors
11.	KVM Combo Cable for the front panel
12.	Diagnostic indication for Power good, blade location, over temperature, general fault
13.	Dual Redundant I/O connections through redundant I/O modules.
14.	Server should be able to alert impending failures on Processor, memory, HDDs
15.	OEM Server Management software with device drivers
16.	Operating system : RHEL Server version 6.4 or the latest with RHEL CLUSTER LICENCE along with original media. The server should be RHEL Server certified.
17.	Must be compliant to various international standards /Regulatory Compliances as applicable (e.g FCC/UL/CE/ROHS etc.)- Pl mention in the Remarks Column such compliances or certifications as applicable to the offered equipment
18.	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL. d) Principal/Supplier should have a full fledged service centre in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi. g) Installation/Creation of Partition, OS Installation and enabling Restore option onsite
19.	All the necessary cables, connectors and accessories if any to be provided.

SL. NO.1 - BLADE SERVER (4 SOCKET) II: 1 No.

Sl. No.	Description
1.	2 CPU * Intel Xeon Octa Core E5 4650L or latest (2.60 GHz or higher) CPU with >=20 MB of L3 Cache with 4 CPU sockets
2.	256 GB DDR-3 LRDIMM Memory (Upgradeable to 1TB or more) with memory protection features, 1333MHz or higher. The DIMM slots shall be populated with highest available memory size module. (8x32GB DDR-3 LRDIMM @1333 MHz)
3.	Integrated Hardware Disk Controller to support RAID 1
4.	2 x 300 GB SAS 15K HDD
5.	Integrated on board Graphics
6.	4x10Gbps Ethernet Ports Onboard/Peripheral with maximum of 2 ports per controller.
7.	Remote management port should support remote installation of OS, remote power on/off
8.	HBA card with 2x8Gbps ports for SAN connectivity
9.	At least 1 USB Port On Front panel
10.	Power supply From the Blade Chassis via Passive Mid-plane power Connectors
11.	KVM Combo Cable for the front panel
12.	Diagnostic indication for Power good, blade location, over temperature, general fault
13.	Dual Redundant I/O connections through redundant I/O modules.
14.	Server should be able to alert impending failures on Processor, memory, HDDs
15.	OEM Server Management software with device drivers
16.	Operating system : RHEL Server version 6.4 or the latest with RHEL CLUSTER LICENCE along with original media. The server should be RHEL Server certified.
17.	Must be compliant to various international standards /Regulatory Compliances as applicable (e.g FCC/UL/CE/ROHS etc.)- Pl mention in the Remarks Column such compliances or certifications as applicable to the offered equipment
18.	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service centre in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi g) Installation/Creation of Partition, OS Installation and enabling Restore option onsite
19.	All the necessary cables, connectors and accessories if any to be provided.

SL. NO.2 - BLADE SERVER (2 SOCKET) III: 4 NOS.

SL.N o.	Description
1	2 CPU * Intel Xeon Octa Core E5 2690 or latest (2.90 GHz or higher) CPU with >=20 MB of L3 Cache
2.	64 GB DDR-3 LRDIMM Memory (Upgradeable to 512GB or more) with memory protection features, 1333MHz or higher. The DIMM slots shall be populated with highest available memory size module. (8x8GB DDR-3 LRDIMM @1333 MHz)
3.	Integrated Hardware Disk Controller to support RAID 1
4.	2 x 300 GB SAS 15K HDD
5.	Integrated on board Graphics
6.	Remote management port should support remote installation of OS, remote power on/off
7.	HBA card with 2x8Gbps ports for SAN connectivity
8.	4x10Gbps Ethernet Ports Onboard/Peripheral with maximum of 2 ports per controller.
9.	At least 1 USB Port On Front panel
10.	Power supply From the Blade Chassis via Passive Mid-plane power Connectors
11.	KVM Combo Cable for the front panel
12.	Diagnostic indication for Power good, blade location, over temperature, general fault
13.	Dual Redundant I/O connections through redundant I/O modules.
14.	Server should be able to alert impending failures on Processor, memory, HDDs
15.	OEM Server Management software with device drivers
16.	Operating system : RHEL Server version 6.4 or the latest with RHEL CLUSTER LICENCE along with original media. The server should be RHEL Server certified.
17.	Must be compliant to various international standards /Regulatory Compliances as applicable (e.g FCC/UL/CE/ROHS etc.)- Pl mention in the Remarks Column such compliances or certifications as applicable to the offered equipment
	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service centre in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi. g) Installation/Creation of Partition, OS Installation and enabling Restore option onsite
18.	
19.	All the necessary cables, connectors and accessories if any to be provided.

SL. NO.3 BLADE CHASSIS: 1 NO.

Sl. No.	Specification
1.	Passive Mid-plane architecture mandatory.
2.	Server slots: Minimum of 14, supporting mixture of half & full height blades
3.	Hot Pluggable Blade Servers
4.	Redundant Ethernet Switch of minimum 8 uplink ports (with all ports activated) at least 10 Gbps
5.	Dual I/O connections from every blade server to help provide maximum uptime
6.	Redundant Hot-Swap 8 Gbps Fiber Channel SAN Switch should provide no single point of failure with min. of 4 External uplink Ports of LC connectors and should support end to end 8Gbps connectivity to Storage.
7.	Dual Redundant management modules (Hot Swappable} to communicate with the system management processor on the Blade Servers from remote locations
8.	Minimum 6 I/O bay slots and should support Gigabit Ethernet , Fiber,10 G Ethernet and infiniband switches in the same enclosure
9.	Two or higher Hot Swap & Redundant variable speed blowers/Fan Modules
10.	No single point of failure for Power Delivery. Should have dual N+N power topologies for higher uptime. Power supplies should be configured with highest capacity available
11.	Integrated tool that can provide a view of the actual power used (as opposed to benchmarked power consumption)
12.	Internal/External DVD-ROM Drive which can be shared among all the blade servers. The chassis should have 2 USB 2.0 ports.
13.	Alerts about impending failures on maximum number of components like Internal storage, processors, blowers, memory etc
14.	Quick mechanism to identify and locate a failed or failing system component as Blade server, processor, memory, power supplies, blowers, switch module, management module, internal storage and expansion card
15.	Support for remote Installation and console management, Chassis/Server configuration and Management, power on/off blades, should monitor power status, operating system, temperature, disks, blowers, power Modules, system diagnostic programs provided through the Management Software. Also features such as balancing of performance of system as per the available power input & ability to plan & predict power consumption should be available.
16.	SNMP support for manageability
17.	LEDs or indicative display for power-on, location, over temperature information and system error conditions
18.	Blade servers need to be configured as per requirement
19.	Power and other Cables / accessories – as required for integration
20.	a) 3 years Comprehensive onsite warranty support for Hardware from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL

	d) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi
21.	All the necessary cables, connectors and accessories if any to be provided.

SL NO.4 DESKTOP I: 3 NOS.

<i>Sl. No.</i>	<i>Particulars</i>	
1.	CPU/Speed	Intel Core i7 3770
2.	RAM	4 x 2 GB DDR3, 1600 Mhz DDR3 RAM upgradable to 16 GB or more
3.	Storage	2 x 500 GB 7200 rpm SATA II HDD or later DVD-ROM Drive
4.	Video Controller	Integrated
5.	Monitor	21" TFT Flat Panel Display LED backlit (Full HD)
6.	Keyboard	Multimedia/Internet Keyboard
7.	Audio	Integrated
8.	Network Interface	2 Network Cards 10/100/1000 Mbps Ethernet, Auto sensing.
9.	Bus Slots	One x16 PCI Express slot
10.	Ports	Minimum 4 USB Ports
11.	Mouse	Optical Scroll (3 button) Mouse with mouse pad
12.	Power Supply	220-240 VAC, 50 Hz With Indian Power cables
13.	Drivers/Accessories	Required drivers and cables to be provided
14.	O.S	Latest Redhat Linux Desktop with DVD
15.	Warranty	• 3 years Comprehensive onsite warranty support for Hardware from the date of commissioning by CDOT after Installation/Acceptance Test • Vendor should provide warranty card mandatorily • EOL at least 5 years from the date of acceptance
16.	Post Sales Support	a) Principal/Supplier should have a full fledged service center in Bangalore . b) Support through service partners/Franchise is not acceptable. c) Vendor should provide Proof of address in Bangalore
17.	Installation	Installation/Creation of Partition, OS Installation and enabling Restore option onsite
18.	Cables, connectors and accessories	All the necessary cables, connectors and accessories if any to be provided.

SL. NO.5 - DESKTOP II – 3 NOS.

<i>Sl No</i>	<i>Particulars</i>	
1	CPU/Speed	Intel Core i7 3770
2	RAM	4 x 2 GB DDR3, 1600 Mhz DDR3 RAM upgradable to 16 GB or more
3	Storage	2 x 500 GB 7200 rpm SATA II HDD or later DVD-ROM Drive
4	Video Controller	Integrated
5	Monitor	21" TFT Flat Panel Display LED backlit (Full HD)
6	Keyboard	Multimedia/Internet Keyboard
7	Audio	Integrated
8	Network Interface	2 Network Cards 10/100/1000 Mbps Ethernet, Auto sensing.
9	Bus Slots	One x16 PCI Express slot
10	Ports	Minimum 4 USB Ports
11	Mouse	Optical Scroll (3 button) Mouse with mouse pad
12	Power Supply	220-240 VAC, 50 Hz With Indian Power cables
13	Drivers/Accessories	Required drivers and cables to be provided
14	O.S	(a) Genuine Microsoft 64 bit Windows 7 Professional with License and Media. (b) Restore CD's not acceptable. Required Driver CD's to be provided separately. with DVD
15	Warranty	• 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test • Vendor should provide warranty card mandatorily • EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL
16	Post Sales Support	d) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi.
17	Installation	Installation/Creation of Partitions (Minimum 3), OS Installation and enabling Restore option onsite
18	Cables, connectors and accessories	All the necessary cables, connectors and accessories if any to be provided.

SL NO.6 - VIDEO WALL ELEMENTS: 4 NOS.

Sl. No.	Description	Spec
1.	Size	At least 55" diagonal
2.	Screen Gap (Bezel Width)	Less than 1mm
3.	Projection technology	DLP indirect PROJECTION (reduced or nil burning of screen) with at least 3 fold redundant RGB LED's as LIGHT SOURCE
4.	Resolution	1200x1024 or higher
5.	Lamp life	> 50,000h
6.	Power Input	170-240VAC 50-60Hz
7.	Aspect ratio	4:3
8.	Brightness	200 Cd/m ² or Higher
9.	Contrast Ratio	2000:1 or Higher
10.	Input	Analog RGB: D-Sub Digital RGB: DVI-D , HDMI
11.	Out put	DVI-D Connector (Daisy chain use only)
12.	Control	TCP/IP: HTTP RS-232
13.	viewing angle	Min 176° H x 176° V
14.	Warranty:	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi.
15.	Cables, connectors	All the necessary cables, connectors and accessories if any to be provided.

SL. NO.7 - VIDEO WALL CONTROLLER: 1 NO.

Sl. No.	Description	Spec
1.	Form Factor	Industrial 19" Rack mount
2.	Processor speed	Greater than 2.5 Ghz
3.	Memory	1024 MB, expandable atleast to 2 GB
4.	DVD Drive	Required
5.	Hard disk	At least 200 GB
6.	Power supply	Dual, Hot swappable
7.	Software	OS with Application Software to be provided
8.	Input Connections	RGB: 4 x D-SUB high density 15 pin connector DVI: 1 Video: 1 x PAL/SECAM/NTSC Ethernet: 1 x RJ-45 (10/100 Mbps) USB Port: 1 x A Type, 1 x B Type Keyboard, mouse (with 10-15 Mt cable extension)
9.	Support	Full HD
10.	Output	DVI-D (connecting at least 6 rear projection units)
11.	Cables	1. Power cable x 2 2. Input RGB cable (length 10Mts x 4)
12.	Warranty:	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi.
13.	Cables, connectors and accessories	All the necessary cables, connectors and accessories if any to be provided.

SL NO.8 - L3 SWITCH: 1 NO.

Sl No.	Feature	Specification
1	Capabilities	Configuration management, Status Monitoring, Power supply redundancy, Power and Environmental Management, Layer 2 and Layer 3 Services
2	Connectivity & Filtering	• Etherchannel/802.3ad • Jumbo Frames – GBE • Broadcast suppression • Multicast suppression • Unicast flood suppression • Flexible packet matching
3	Layer 2 Features	• Trunking ISL and 802.1Q • Private VLAN • Voice VLAN • VTP v3 • Min number of VLAN supported 4096
4	Layer 2 Redundant Network Protocols	• Hot Standby Routing Protocol(HSRP) • Gateway Load Balancing Protocol(GLBP) • Virtual Router Redundancy Protocol(VRRP) • Unidirectional Link Detection(UDLD) • Uplinkfast, Backbonefast, Portfast • STP(802.1d, RSTP(802.1w), PVSTP, PVRSTP,MSTP(802.1s) • STP Root Guard, BDPU Guard, Loop Guard
5	Layer 3 Feature	• EIGRP • RIP, RIPv2 • Static Routing & Default Routing • Forward Information Base(FIB) Entries • H/W based FIB • NAT/PAT
6	Integrated Security with ACLs	• Port ACL • Router ACL • VLAN ACL • VLAN ACL with Redirect/Capture/Logging of Denied Traffic • Dedicated HW Resources for Security ACLs • Order Dependent ACL Merge
7	Attack Mitigation	• MAC Learning • MAC Aging • MAC Address Notification • IP Source Guard • DHCP Snooping • Dynamic ARP Inspection • ARP Policing • Port Security • Directed Broadcast
8	Trust & Identity Management	• 802.1x Identity based • MAC Authentication • RADIUS/TACACS+

		• Multilevel account privileges
9	Switch Redundancy	• Non-Stop Forwarding/Stateful Switchover(NSF/SSO) • Software Modularity • Redundant Power supplies • Redundant Fans • Redundant Supervisors(Control Plane)
10	Quality of Service(QoS)	• Traffic Classification • Ingress Queuing • Egress Queuing • Strict priority queuing • Port based Policy • IP based policy • VLAN based policy • Shaped round robin
11	Multicast Protocols	• IPv4 and IPv6 • IGMP v1/v2
12	Manageability	• SysLog • SNMP • RMON • SPAN • Telnet, SSH2 • Out-of-Band Management • USB Drive Support • Flash Drive Support • Configuration Rollback • Remote Power cycle and Shutdown
13	Ports	• 100/1000Mbps(Copper) 24 Nos. • 2x10Gbps Uplink SFP MMF Transceiver (downgradable to 1 Gbps)
14.	Power Supplies	• 220-230VAC 50Hz with Indian Style power cords
14.	Warranty:	g) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test h) Vendor should provide warranty card mandatorily i) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL j) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. k) Support through service partners/Franchise is not acceptable. l) Vendor should provide Proof of address in Bangalore and New Delhi. m) Access to vendor's website to download firmware.

SL NO.9 – UPS – 2 NOS.

Sl. No.	Features	Minimum Requirement
1	Input	
1.1	Input Voltage	415V, 3 ph, - 20% to +15% 3 phase, neutral, earth
1.2	Input Frequency	50 ± 3 Hz
1.3	Input Power Factor	> 0.9 (> 0.99 desirable)
1.4	Current harmonic contents	< 5%
1.5	Inrush Current Limit	>115% of normal current at full load
1.6	Reverse input phase	UPS to function normally
2	Output	
2.1	Rated Load	30 KVA
2.2	Output Voltage	230 volts single phase , neutral, earth
2.3	Output Waveform	Pure Sine Wave
2.4	Output Power Factor	> 0.9 lag
2.5	Output Voltage Regulation 1. for 0 – 100% load at nominal Input voltage b) for full input voltage range at full load	1%
2.6	Output frequency	50 Hz ± 0.1% (on battery) 50 Hz ± 3 Hz (on sync mode)
2.7	Total Harmonic Distortion	< 2 % (linear load) < 3% (non-linear load)
2.8	Transient Response (for step load change of 0-100% & reverse)	10% of O/P Voltage, <10ms
3.	Inverter	
3.1	Inverter Efficiency (at nominal battery voltage & full load at output)	> 95 %
3.2	Preferred Switching Devices	IGBT
3.3	Short term overload	120 % for 10 minutes.
4.	Battery	
4.1	Type of Battery	SMF 12 volts, (Exide/Yuasa/Hitachi/Panasonic or equivalent)
4.2	Back-up time at full load	60 minutes
4.3	Ripple on Battery Bus	< 5% of bus voltage (peak to peak)
4.4	Battery Charger	SMPS based rugged design
4.5	Battery charging mode	CC / CV
4.6	Charging time (80% discharge to 100% charge)	10 hours or less
4.7	Battery Cabinet	External to UPS
5.	SYSTEM LEVEL	
5.1	Isolation Transformer	To be inbuilt
5.2	Transfer time	Zero mS (un-interrupted mode)
5.3	Overall Efficiency (for nominal input voltage & output at full load)	> 85 %

5.4	Software control	Processor based intelligent control of all functions, Battery management and fault diagnostics required.
5.5		
5.6	Front panel display	LCD/LED display required to monitor functional and diagnostic parameters
6.	BY-PASS	
6.1	Static By-pass	Inbuilt Static By-pass to be provided for Un-interruptible output
6.2	Manual By-pass	Inbuilt Manual By-pass to be provided for maintenance purpose
7.	EMC RELATED	
7.1	Immunity to line voltage surges	2.5 KV of 100ns & 10 μ s surges
7.2	Conducted & Radiated EMC	As per EN/IEC standards
7.3	ESD compliance	As per EN/IEC standards
8.	PROTECTIONS	
8.1	Protection required for	16. Input over-voltage, under-voltage, abnormal current, frequency over-range, phase reversal 17. Rectifier Over-voltage, over-current 18. Output over-voltage, over-load, short circuit 19. Battery under voltage, over-charging current 20. Inverter over-temperature
8.2	Battery Isolation on low bus voltage	To be provided
8.3	Lightening protection	To be provided
8.4	Control Switches/MCBs required for	Input, Output, Inverter, By-pass, Battery, manual bypass.
8.5	Alarm on fault	Audio/visual alarm (alarm reset switch required)
9.	MISCELLANEOUS	
9.1	Climatic condition for normal operation	A/C will not be provided. UPS should work at normal room temperature without A/C. 0-45° C at 50% RH, 35° C at 95% RH
9.2	Cooling	Forced air cooling by in-built fans
9.3	Acoustic Noise	< 70dbA at 2 meter
9.4	Installation and commissioning	To be done at site with a test run as per specifications
9.5	Documents to be supplied	- Operational manual - Service manual
10.	Metering Requirements:	
10.1	Measurements	Requirement
10.1.1	Input Voltage (phase-phase)	Mandatory
10.1.2	Input current (phase)	Mandatory
10.1.3	Battery voltage	Mandatory
10.1.4	Battery Current	Desirable
10.1.5	Output Voltage (Phase-Phase and Phase-Neutral)	Mandatory
10.1.6	Output Current	Mandatory

10.1.7	Output frequency	Mandatory
10.1.8	Bypass frequency	Desirable
10.2	Indications	
10.2.1	Input ON	Mandatory
10.2.2	Output ON	Mandatory
10.2.3	Battery ON	Mandatory
10.2.4	Rectifier trip	Mandatory
10.2.5	Inverter ON	Mandatory
10.2.6	Inverter on Battery	Mandatory
10.2.7	Bypass supply ON	Mandatory
10.2.8	Load on Inverter	Mandatory
10.2.9	Load on Bypass	Mandatory
10.3	Alarms	
10.3.1	Input abnormal voltage	Mandatory
10.3.2	Rectifier over voltage	Desirable
10.3.3	Inverter over temperature	Desirable
10.3.4	Battery low pre-alarm	Mandatory
10.3.5	Battery cut alarm	Mandatory
10.3.6	Output over voltage	Mandatory
10.3.7	Output under voltage	Desirable
10.3.8	Output overload	Mandatory
10.4	Manageability	
10.4.1	Ethernet port for Web/CLI based management	Mandatory
10.4.2	SNMP based management	Mandatory
10.4.3	RS 232 or USB for CLI interface	Mandatory
11.0	Warranty	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi.

SL. NO.10 - TAPE LIBRARY: 1 NO.

Sl No.	Features	Particulars
1	Drive Technology	LTO5 or higher
2	No. Of Drives	2
3	No. Of Slots	Minimum 24
4	Tape Capacity (Native)	60 TB
5	Tape Capacity (Compressed)	120 TB
6	SAN Interface	2x8 Gbps FC
8	LAN Interface	2x10/100 Mbps Ethernet
9	Management/Monitoring	Web based
10	Installation and Commissioning	a. Installation of the Library , Integrating with the backup software b. Vendor should provide a detailed implementation document
11	Warranty	a. 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b. EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL. c. Vendor Should provide Warranty Card Mandatorily
12	Post Sales Support	a. Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. b. Support through service partners/Franchise is not acceptable. c. Vendor should provide Bangalore and New Delhi Service Centre Address
13	Operating Voltage	220-240 VAC
14	Cables/Rack Mount Kit	FC Cables and RACK Mount to be provided along with the drive

SL. NO.11 - BACKUP SOFTWARE – 1 NO.

Sl No	Features	Details
1	Backup	Centralised backup of Linux, Solaris and Windows Clients
2	Restore	(a) Restoration of selected directories, files on to the clients from the centralised server (b) The proposed backup solution must be able to rebuild the backup database/catalogue from tapes in the event of catalogue loss/corruption (c) The proposed backup solution shall provide granularity of single file restore
3	OS Support	(a) Linux RHEL Server 6 and later (b) Solaris 9, 10 (c) Windows Server 2003, Windows Server 2008 and later (d) IBM AIX, HP-UX
4	User Interface	(a) The proposed backup solution shall have same GUI across heterogeneous platform to ensure easy administration (b) The proposed backup solution software has inbuilt Java / Web based GUI for centralized management of backup domain
5	High Availability Features	(a) The proposed backup solution should support tape mirroring of the same job running concurrently with primary backup (b) The proposed backup solution should allow creating tape clone facility after the backup process
6	Licensing	(a) Backup will be taken from SAN storage system to Tape Library and the required license to be supplied for both SAN as well as backup software. (b) Required Client/Agents to be supplied.
7	Database Support	(a) Backup solution has certified “hot-online” backup solution for different type of databases such as Oracle, MySQL, Vmware, SAP for future backup solutions.
8	Media Management	(a) The proposed backup solution has in-built media management (b) The proposed backup solution has in-built frequency and calendar based backup scheduling system
10	Deduplication	(a) Should support Data Dedupe hardware from Quantum, HP, Fujitsu, EMC, NEC etc., for a capacity of 10 TB scalable upto 30 TB (b) The proposed backup software should use the same API for hardware deduplication (c) The proposed backup software should give the option to allow de duplication to be done either on the Application Server or on the Backup Server or at the Target Device
12	Hardware Compatibility	The proposed Software should be compatible with Leading LTO 4,5 and later libraries from Quantum, HP, Tandberg, NEC etc.
13	Installation and Commissioning	Software should be installed and configured with any of the hardware (Dedupe and LTO Library) Server running 64 bit RHEL Linux
14	Warranty Support	(a) 3 Years on site comprehensive warranty should include rehosting of licenses on to a different server (b) Configuration of the software with latest LTO Libraries as planned by CDOT (c) Configuration of the software with Dedupe disk as planned by CDOT. (d) Support directly from the Principal (e) Warranty card to be provided mandatorily
15	Training	CDOT staff should be trained in configuration, scheduling of backups

SL NO.12 – ROUTER - 2 NOS.

Sl. No.	Specifications
A.	Performance Requirement
1.	Active/Active and Active/Standby support for all services and stateful failover of runtime sessions using integrated or dedicated Stateful Firewall. In case if firewall is dedicated module or chassis it should support transparent mode to avoid the creation of additional L3 network in-between.
2.	Hardware based encryption and VPN Support for DES, 3DES, and AES 256, VPN tunnels.
3.	Intrusion Prevention as well as other essential security features.
B.	Routing & Multicasting
1.	IPv4 and IPv6 support, including IPv4-IPv6 tunnels
2.	Static routing, RIPv1/2, RIPv6, OSPFv2 and v3, EIGRP, BGP4/4+
3.	Inter-VLAN routing
4.	Policy-based routing
5.	High availability: VRRP, redundant router connections, HSRP
6.	GRE Tunneling
7.	IGMPv1/2/3 for IPv4; MLDv1/2 for IPv6
8.	IGMP Proxy
9.	IGMP Snooping
10.	PIM-SM for IPv4/v6
11.	DVMRPv3 for IPv4
C.	LAN Features
1.	3 or more 10/100/1000 Mbps Ethernet LAN ports,
2.	IEEE 802.1x port authentication, MAC based authentication
3.	IEEE 802.1p
4.	IEEE 802.1Q
5.	IEEE 802.3ad LACP
6.	IEEE 802.1s MSTP
7.	VLAN Registration Protocols for dynamic VLANs
8.	Port mirroring
9.	Jumbo frames
D.	WAN Features
1.	STM1, E1, E3, STM 4/16/64 modules should be supported
2.	1 x 1Gbps/100Mbps Ethernet WAN port with Optic SFP, 1xE1 port (2Mbps), 1xSTM1 (155 Mbps)
3.	Point-to-Point Protocol (PPP), including PPP over Ethernet (PPPoE)
4.	HDLC

5.	Multilink PPP (MLPPP)
E.	Quality of Service/Traffic Management
1.	RED, WRED, DiffServ, bandwidth guarantee/sharing, flow monitoring, traffic policing
2.	8 level Priority Class Based Queuing – Per IP address/subnets, ports, DSCP and ToS bits, VLAN ID, (802.1Q), VLAN Priority (802.1p)
3.	VLAN Classification (port and MAC based)
F.	Firewall
1.	Stateful Packet Inspection and failover Firewall
2.	Routed or transparent mode of operation
3.	Multiple zone support (including Corporate, Internet, DMZ)
4.	NAT, including policy-based NAT/PAT
5.	Multiple Distributed Denial of Service (DDoS) Attack Preventions
6.	IPSec, L2TP, PPTP
7.	IPS: Integrated Inline DPI based detection and mitigation of all network threats and viruses. Signature updataion/distribution should be possible through centrally placed in-house management server. UTM → Unified Threat Management System for protecting from viruses, threats, malicious attacks
G.	VPN
1.	Integrated hardware for encryption and VPN acceleration
2.	IPSec VPN with Stateful failover, Group VPN Based on RFC 3547, GDOI
3.	DES / 3DES, AES, SHA1, MD5
4.	VPN Client support
5.	Should support Point-to-Point VPN and Remote Access VPNs
6.	VPN client software and licensing type
H.	Management & Service provisioning
1.	Management: Telnet, SSHv2, SFTP, PAP, CHAP, SNMPv2, SNMP v3, DHCP, DNS Proxy, RADIUS, TACACS+
2.	PKI functions and management of keys and X.509 digital Certificates
3.	Monitoring: Syslog, statistics, RMON, alarm
4.	Diagnostics: BERT, loopback testing, trace route, packet Capture
5.	Reliability & Availability
6.	Internal redundant power supplies and variable-speed cooling fans.
7.	Hot swappable Modules
I.	International Power Safety & Energy efficiency certifications
•	UL/CSA/IEC/EN 60950-1
•	Common Criteria EAL3 certification (ISO/IEC 15408) for the product or family
J.	WARRANTY:

1.	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi
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SL NO.13 - GSM MODEM – 1 NO.

Sl. No.	SPECIFICATION
1.	Dual Band E-GSM 900 and 1800 MHz
2.	GSM: Compliant with GSM Phase 2/2+
3.	Support for multiple SIMs: At least 2
4.	Output Power: Class 4 (2W) at 900MHz Class 1 (1W) at 1800MHz
5.	Control via AT Commands (ITU, GSM, GPRS)
6.	3V SIM interface
7.	USB
8.	50 Ohm Antenna Connector
9.	Echo Cancellation + noise reduction
10.	Full GSM or GSM/GPRS software stack
11.	RTC
12.	Hardware GPRS class 2 capable
13.	Complete shielding
14.	Warranty: a) 3 years Comprehensive onsite warranty support for Hardware from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi.

SL. NO.14 SERVER RACK – 1 NO.

Sl. No.	Description	Spec
1.	FRONT DOOR	MS VENTED(Perforation > 60% Honeycomb)
2.	REAR DOOR	MS VENTED(Perforation > 60% Honeycomb)
3.	AC MAINS CHANNEL HORIZONTAL	220V 15/5A Combo SOCKETS
4.	SHELF	STATIONARY
5.	CABLE MANAGER	HORIZONTAL & VERTICAL
6.	HARDWARE	FRONT PANEL (FIXTURES) set
7.	CASTOR (front)	WITH BRAKE
8.	CASTOR (rear)	WITHOUT BRAKE
9.	KVM Console	Retractable LCD MONITOR, KEYBOARD & MOUSE (TOUCHPAD)
10.	Warranty	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service center in Bangalore . e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore

SL NO.15 - AUTOMATIC TRANSFER SWITCH- 1 NO.

Sl. No	Feature	Value
1.	Input Voltage	220-230V Single Phase
2.	Input Frequency	47 - 63 Hz
3.	Input connector (2 Nos.)	IEC-320 C20 16A
4.	Input Power Cords (2 Nos.)	IEC-320 C19 16A and IEC-60309 16A Plugs of minimum 3m long
5.	Output Voltage	220-230V Single Phase
6.	Output Connectors (8 Nos.)*	IEC-320 C13 16A
7.	Output Cable (8 Nos.)*	IEC-320 C13 and IEC-320 C14 of 16A and minimum 3m long
8.	Environmental Compliance	ROHS Compliant
9.	Form Factor	19" RACK Compliant
10.	Management Port	10/100 Ethernet
11.	Management Capability	Provide standards-based management via Web, SNMP and Telnet
12.	Technology	Solid State (Preferably IGBT)
13.	Transfer Time	Less than 5 milliseconds
14.	Indication	LED Indicators: Failure of Input Active Input to Output Switch failure
15.	Special Features (Optional)	Maintenance Bypass Switch Digital Ampere/Volt Combo meter LED Indicator: Manual Bypass Alarm(Buzzer): Input Failure Switch Failure

16.	Warranty	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL d) Principal/Supplier should have a full fledged service center in Bangalore and New Delhi. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi.
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16. EXTERNAL STORAGE DEVICE – 1 NO.

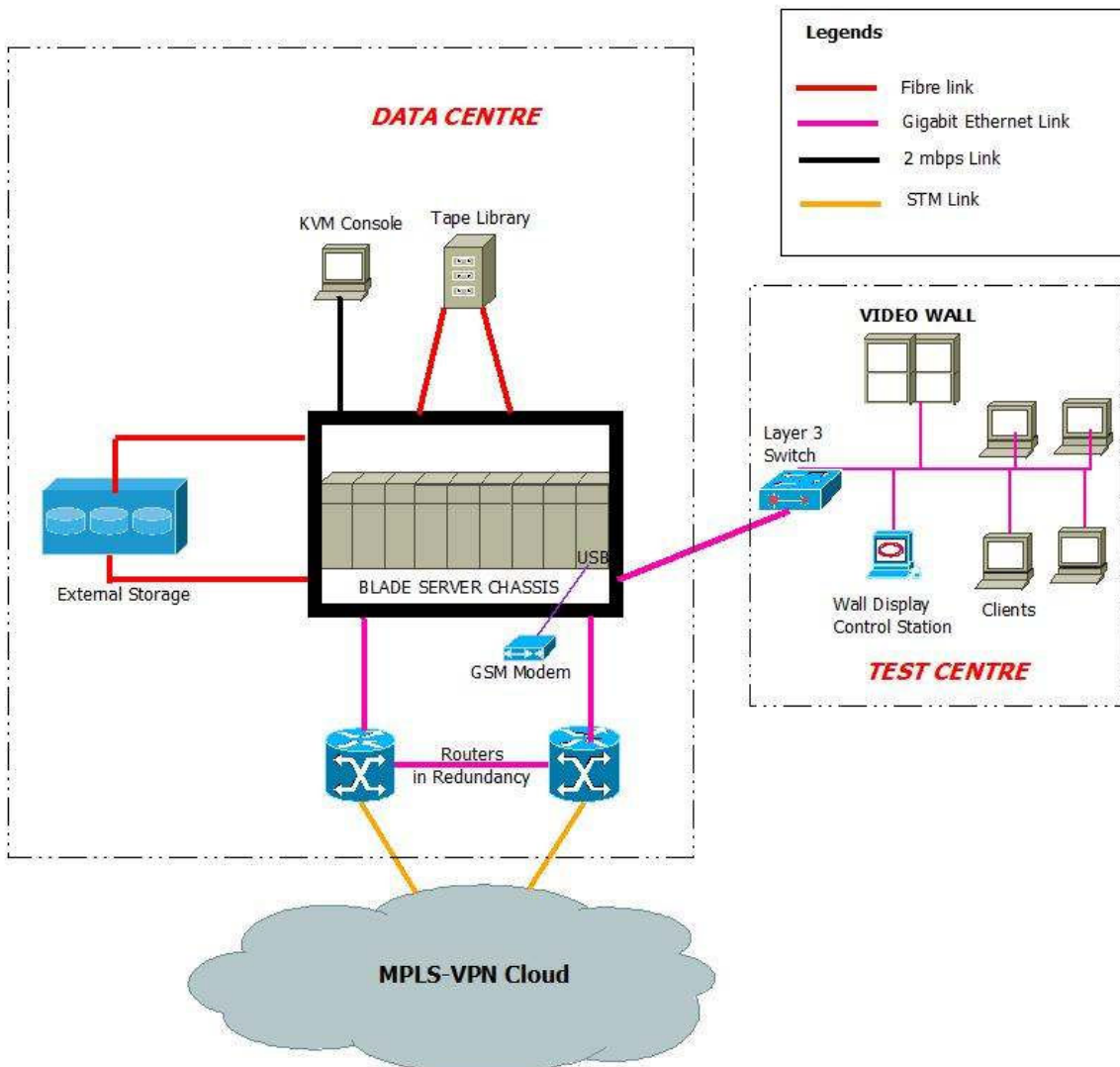
Sl. No.	Parameter	Specifications
1.	Storage Controller	The Storage Array should be configured with Dual Controllers for redundancy for both SAN functionalities. Each controller must provide SAN functionality.
2.	No. of LUNs	1024 or more
3.	Storage Cache	The Storage Array should be configured with at least 1GB or more Cache per controller (i.e. total of at least 2 GB cache across dual controllers) in an active-active configuration. Cache should be mirrored between the active-active controllers on separate inter controller path. The inter controller paths should be redundant (at least two paths) to prevent disruption if one path fails. In case of any abrupt storage failure such as due to power failure, the Storage array must be provided with cache protection mechanism to ensure no loss of data in cache (Cache De-Stage) or for minimum 72 hrs.
4.	Disk Support	The system should have support for the mix of 900GB or higher SAS (15K RPM) disk drives on the same controller/storage array.
5.	Storage Capacity Required	It should be configured with at least 10 TB of usable space using 900 GB or higher SAS 15K RPM disk drives. This capacity is the space available to the application after considering all other storage overheads like Snapshot reserve which should be kept as 20% using the same type of disks, RAID6 overhead, Storage OS, Spare drives & at least 10% of additional space headroom for better system performance. Criteria to calculate no. of disks should be submitted.
6.	Storage Scalability	The storage system must have a scalability to support at least 50 TB usable space with the similar storage configuration and drive types. Any future expansion shall not require any downtime. There should be provisions for dynamic expansion of RAID group/LUN/Volume etc.
7.	Hot Spare	The solution should be provisioned with at least two global hot spare drives.
8.	RAID Configuration	Support Hardware RAID 6. The configuration must be proposed with a RAID based solution to protect against simultaneous dual-disk failures in the same RAID group with an ability to expand the RAID group online by addition of disk drives.
9.	Rack Mountable	The proposed storage solution must be provided with the 19" rack mounting kit.
10.	Protocols Supported	The storage system must support and be licensed for the following protocols on the same storage controllers for the entire supported capacity preferably without using any external server/hardware: => FCP The storage controller should also support flash based cache for performance improvement which may be added in future.
11.	Front-end GbE ports	The storage system must have at least 2 x 1GbE Ethernet ports (10/100/1000 Base T) per controller for host/switch connectivity.

12.	Front-end FC ports	The storage shall be provisioned with at least 4x8Gbps FC ports per controller.
13.	Back-end ports (expansion)	The storage system must have at least 4 x 6Gbps 4-lane SAS ports for disks connectivity in addition to the Front-end ports.
14.	Multipathing Software	The storage solution must support native multipathing for host Operating system or must provide the required multipathing software, if necessary. The multipathing software should be quoted for 2 Linux servers and should be scalable to 10 servers in the future.
15.	Other Storage Features	System must have the following additional features for the proposed configuration:- => Dynamic LUN/volume expansion => Thin provisioning of LUNs/volumes Redundant hot swappable active and passive components like => controller => disk => power supply => fan => No Single Point of Failure
16.	Upgradeability/Investment Protection	The proposed storage system should be field upgradeable to a higher model in the family (controller, disk-enclosures etc).
17.	OS support	Support for industry-leading Operating System platforms including:
18.		=> RHEL Server 64 bit and support Clustering
19.	Management	Easy to use GUI based and web enabled administration interface for configuration, storage and replication management. Additionally the storage system should also have CLI based administration and configuration option. The storage system should support SNMP based monitoring. SNMP MIBs shall be provided for integration with the NMS.
20.	Manageability Software	The solution should also include storage manageability software to generate performance graphs, utilization reports, centralized monitoring for multiple storage systems and should be able to send alerts over e-mail in case of any warning/error event generation.
21.	Licensing	All the required licenses on the system to support the above mentioned features must be provided for an entire capacity supported by the system from day one.
22.	Remote Diagnostics	The Proposed SAN Array should support Web based, Email facility for remote service to report errors and warnings.
23.	AC Power	200-240VAC,50Hz
24.	Operating Temperature	10° to 30°C or better
25.	Automation Script for configuration	The OEM/Supplier must provide comprehensive scripts to automate the installation and configuration of the storage.
26.	Warranty	a) 3 years Comprehensive onsite warranty from the date of commissioning by CDOT after Installation/Acceptance Test b) Vendor should provide warranty card mandatorily c) EOL should not be less than 1 year from the date of commissioning and support for at least 7 years from the Date of EOL

		d) Principal/Supplier should have a full fledged service center in Bangalore and Bangalore. e) Support through service partners/Franchise is not acceptable. f) Vendor should provide Proof of address in Bangalore and New Delhi.
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SL. NO.17	Tape Cartridges (1.5TB Uncompressed Capacity)	8 Nos.
SL. NO.18	Cables: OFC LC/LC – 2m UTP Cables – 2m UTP Cables – 30m	4 Nos. 20 Nos. 1 No.
SL. NO.19	Oracle Database Enterprise 11g Latest Release Version Processor Based License with Partitioning Option	8 Nos.

NOFN-TEST BED Deployment



Annexure - B

Delivery and Installation Responsibilities

The successful bidder (henceforth termed as supplier) shall have the following responsibilities towards Delivery and Installation:

- ◆ Supply of equipment to the consignee which shall include complete equipment along with required cables, accessories, tools, hardware, software etc.
- ◆ **Transportation of all the items appearing in Section 3.3.1 to the installation site.**
- ◆ Cost of all installations materials/tools including cables, etc., shall be borne by the bidder as part of installation and commissioning charges.
- ◆ Testing and commissioning of the complete equipment as per the specifications of the tender. All the testing/ installation tools as required for testing and commissioning will be arranged by the bidder and the purchaser shall not take any responsibility in this regard.
- ◆ A Project Manager shall be deputed by the supplier who shall be responsible for execution of the project. He will be the single point of contact for C-DOT towards the delivery, installation and acceptance testing of the complete infrastructure.
- ◆ Delivery of all the equipment at the respective site and obtain receipt of delivery from the respective nodal officer. The supplier shall ensure that all the equipment are packed and kept at the respective site in proper pilfer proof casings prior to installation. The supplier shall carry out proper site survey and submit site readiness report before the delivery of the equipment.
- ◆ The supplier shall be responsible for the installation and commissioning of the Servers, Rack, network component and all associated hardware (including all cables) and software components (including Clustering & SAN configuration etc.) at the designated site.
- ◆ The Bidder must ensure that the part nos. mentioned in the BOM submitted along with the quote shall be the ones which are verifiable at the site. In case there are abstract items written in the BOM, the same shall be clearly indicated and explained by the OEM in the document submitted.
- ◆ Complete the installation and integration of the entire supplied hardware and software within 2 weeks from date of delivery.
- ◆ Provide a comprehensive Installation documentation including all the hardware and software components of the setup (soft copy as well as hard copy). The document must contain the following:
 1. Configuration details
 2. Help manuals
 3. Duly filled in installation checklist
 4. Floor layout diagram (top view),
 5. Visio diagrams of the rack (front and rear view), including network elements mentioning IP ports configured and Cabling diagram (power cables, network cables and E1 cables)
 6. External and internal diagram of the server (indicating the placement of add on cards and components)

7. Details of diagnostic procedures
8. Acceptance test report.

Support Responsibilities

- ◆ There shall be a written commitment from all the OEMs to provide support for the system(s) as per the SLA terms and conditions in case the partner/supplier fails to provide adequate and quality support.
- ◆ The supplier shall have the following support responsibilities and agree to the following Service Levels:
 - ▶ Web based and phone based call logging facility.
 - ▶ Monthly report submission of all the calls logged.
 - ▶ In the event of any hardware or software failure, the supplier must ensure engineer(s) visit to the site on need basis.
 - ▶ The supplier would be responsible for bringing the entire system up and operational to the satisfaction of C-DOT. If this requires reinstallation, the same shall have to be carried out by the supplier.
 - ▶ Support Escalation and OEM escalation matrices are also to be provided by the supplier.
 - ▶ The supplier shall provide all major and minor updates/upgrades of all the subsystems (Firmware and Software) released worldwide. The responsibility of installation of these updates/upgrades shall be the responsibility of the supplier. **However no upgrade shall be done at site without prior approval from C-DOT and the upgrades/updates shall be supplied free of cost continuously during warranty and AMC period as a part of the order against this tender.**
 - ▶ All the original media shall be shipped to C-DOT designated site prior to being used. In case the supplier is required to carry certain patch/ diagnostic tool/ upgrades etc. the same has to be deposited at the site for verification after completion of the task. The same will be returned to the supplier after verification. The supplier would never be allowed to carry the defective hard disks from the entire set of systems.

Service Level Agreement (SLA) for Hardware and Software at the site

- ◆ All the H/W and S/W components (including the rack components) supplied by the supplier shall carry a comprehensive onsite warranty as per clause 4.
- ◆ During the warranty period it shall be possible to log complaints round the clock (24 X 7 for all 365 days) using any of the following means:
 - a) On-line (web based) (The complaint no./docket no. shall be generated instantly on logging the complaint)
 - b) Via Telephone (The complaint no./docket no. shall be generated instantly and conveyed to C-DOT manually or by any other means)

c) E-Mail (The complaint no./docket no. shall be generated instantly and Mailed back to C-DOT)

- ◆ Any fault which affect (even partially) the services for which the system is intended for shall be termed as 'Major' and those not affecting the services shall be termed as 'Minor'.
- ◆ For all major and minor faults the response time shall not exceed 2 hours from the time of call logging.
- ◆ The resolution time for all major faults shall not exceed 12 hours from the time of logging the call .
- ◆ The resolution time for all minor faults shall not exceed 24 hours from the time of logging the call .
- ◆ Any software problem (other than those developed by C-DOT) for which the services get affected (even if partially) shall be considered as major fault
- ◆ For all major faults the actual no. of hours the system is down after logging the complaint shall be treated as the net downtime.
- ◆ For all minor faults 25% of the actual no. of hours the system is down after logging the complaint shall be treated as the net downtime.
- ◆ The total downtime shall be calculated on a six monthly basis (Total Downtime = net downtime for major faults + net downtime for minor faults)
- ◆ The Total Downtime shall not exceed 24 hours during a period of six months.
- ◆ In case the downtime exceeds this limit, a penalty shall be levied on the SUPPLIER as per the penalty clause mentioned below.
- ◆ An uptime of 99%, on quarterly basis, shall be guaranteed. Penalties will be imposed for a higher down time as per section 12. It will be the responsibility of the supplier to maintain required quantity of spares at his Support centre(s) to meet the committed SLA

• **Penalty Clause**

Failure to comply with the uptime SLAs will levy a penalty @ 0.1% of the total per site cost (including hardware, software and services cost) for every 4 hours or part thereof per instance subject to a maximum of 10 %.

Special Terms and Conditions for Equipment

- a. The complete solution shall be supplied by OEM or authorized bidder/SI.
- b. Bidders will be required to submit the details of the trained/certified/experienced experts on the models (Router, Firewall, IPS) quoted in their bid and who will be the part of design and implementation team.
- c. Installation and integration of equipment at all locations including physical installation, cabling, termination of LAN and WAN (MPLS) links, best configuration as per the accepted low level design to achieve high availability (Active-standby or Active-active with Stateful failover). Once the integrated setup is functional and tested for all features, the complete document with best proven design and configuration will be prepared and submitted by the bidder.

- d. During the acceptance if it is found that the solution quoted, in compliance with the specifications, is not meeting any requirement, purchaser will be free to take any appropriate action against the bidder.
- e. Software version of the equipment being supplied must be latest & indicated in the schedule of requirements as well as in the order documentation.
- f. No alternate models shall be accepted after the placement of order.

Scope of work for Hardware and Software

- Various steps of Installation and Commissioning
 - Blade Chassis Installation
 - Blade Servers installation and configuration including OS, cluster, third party packages/libraries.
 - The Servers should be connected to the External Storage Box.
 - Configuration of Tape Library and External Storage.
 - Installation and configuration of Backup software
 - Installation and configuration of Routers, Switches and firewall.
 - The Router should be installed and configured for MPLS connectivity.
 - Installation and demonstration of Video Wall Elements along with video wall controller.
 - Install UPS to get un-interrupted power supply for the servers, operators workstations and DCN equipment.
 - Installation Document: Preparation of installation document showing various connectivity with equipment at local LAN and towards WAN on MPLS mentioning the IP-port addresses and physical ports details of the router.
 - Demo and training to the C-DOT team without any extra cost.
 - All the Installation, support and training activities shall be executed by the OEM only.
 - Floor plan will be prepared in consultation with the supplier immediately after the placement of Purchase Order.
- **Acceptance Testing document:** Preparation of acceptance testing document w.r.t. configuration and then verification of the all asked features including performance supported with a test case details.

QUALITY ASSURANCE:

- The Commercial Supplies of equipment manufactured in India/locally procured equipment such as UPS etc. will be accepted after Quality assurance test are carried out by Quality Assurance Wing of the Purchaser as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by excise authorities, Govt. of India or any organization duly authorized by excise authorities for the purpose. These compliance tests for the quoted UPS model will be carried out at manufacturer's facility before the shipment.
- Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods free of cost or make all alterations necessary to meet Specification requirements of the purchaser

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ANNEXURE - I
FORMAT FOR COMPLIANCE STATEMENT

Ref: C-DOT/TENDER/2013-14/004

The Bidders must give the compliance statement strictly as per the following format, otherwise bids may likely to be rejected.

Sl No.	Parameter	C-DOT Specifications	Complied/ Not-Complied	Part code of BOM, being supplied against this particular specs	Reference in enclosed Data Sheet / Brochure (high light the same on Data Sheet / Brochure also)	Remarks
1.						

ANNEXURE - II

Compliance Statement For Tender Terms And Conditions(Including Special Terms And Conditions Mentioned In Annexure - B)

Ref: C-DOT/TENDER/2013-14/004

We hereby declare that all the information furnished by us is true to the best of our knowledge.

We have no objection to C-DOT verifying any or all the information furnished in this document with the concerned authorities, if necessary. We also certify that we have understood all the terms and conditions indicated in the tender document and agreeing to, in entirety. I am signing this document as an authorized signatory in the capacity of _____.

Date :

Signature:

Place:

Name:

Designation:

EMAIL id.

Mobile No

Seal of the Company / Agency

ANNEXURE - III(a)
PRICE BREAK-UP IN INR ONLY

Sl. No.	Item Description	QTY	Make Model	Ex-factory price (Basic Unit Price exclusive of all levies & charges)	Excise Duty		Sales Tax / VAT/CST		Service Tax		Freight, Forwarding, Packing & Insurance		Any other levies/ charges	Unit Price inclusive of all levies & charges	Total Price inclusive of all levies & charges	Discount offered if any	NET ALL Inclusive Price
					%	Amt	%	Amt	%	Amt.	%	Amt.					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	Item-wise BOM (As per Annexure-A, clause 3.3.1)																
2	Any other items for meeting the requirement of tender																
3.	Installation and commissioning charges																
4	Any other charges																

NOTE:

- No other price format shall be entertained.** Commercial Bid shall be summarily rejected incase the above format is not explicitly followed.
- Incase additional break-up needs to be given the same may be explained in a separate sheet. Separate sheets may be enclosed for price bid.**

ANNEXURE - III(b)

PRICE-BREAK-UP for Annual Maintenance Contract

S. No.	Item Description [Each line items to be quoted as per BOM]	Unit Price exclusive of Taxes as per Annexure-III	AMC for 4 th Year		AMC for 5 th Year		AMC for 6 th Year	
			%	Amount	%	Amount	%	Amount
1.								
2.								
3.								

NOTE:

- No other price format shall be entertained.** Commercial Bid shall be summarily rejected incase the above format is not explicitly followed.
Incase additional break-up needs to be given the same may be explained in a separate sheet. Separate sheets may be enclosed for price bid.
- Price of CRITICAL SPARES to be quoted SEPARATELY**(Annexure-VIII). The same shall not be part of commercial price comparison.

ANNEXURE - IV**FORMAT FOR BANK GUARRANTEE FOR E.M.D.**

THIS BANK GUARANTEE TOWARDS THE E.M.D SHOULD BE TYPED OUT ON RS.50/- NON-JUDICIAL STAMP PAPER GIVING FULL POSTAL ADDRESS OF THE BANK.

Guarantee No :

Amount :

Guarantee Cover From : **To :**

Last Date for Lodgment of Claim :

The Centre for Development of Telematics herein after to referred as Beneficiary having its office at C-DOT Campus, Electronics City, Phase-1, Hosur Road, Bangalore 560 100, having floated a Tender for (Tender for _____) with Tender no. hereinafter referred to as the tender, and M/s (name and address of the party) having the intention of participating in the above mentioned, we, the (banker's name and address) hereby irrevocably undertake and guarantee to you that in the event of the award of the Contract to the bidder and subject to the failure of the Bidder to perform any of the following clauses, we undertake to fully compensate the Beneficiary to a maximum amount of Rs. _____ (Rupees _____ (in words) as and when the same is claimed from us in writing during the validity of the contract as per the terms and conditions of the tender contract.

1. If the bidder fails to accept the contract with the terms and conditions of the contract.
2. If after the acceptance of the contract, the Bidder fails to carry out the services in accordance with the terms and conditions of the contract.
3. If the bidder withdraws the tender during the validity period.
4. If the bidder fails to complete their services in accordance with the terms and conditions of the contract or if there is any unexcused delay on the bidder's part which may warrant forfeiture of E.M.D. amount and or imposition of liquidated damages and or closure/termination of the contract for default.

We, the bank, abide by your Tender terms and conditions and we shall on demand and without demur, pay to you all and any sums upto a maximum of Rs. _____ (Rupees _____) being the E.M.D. furnished by the bidder to you in the form of this bank guarantee. We further agree that the Beneficiary shall be the sole judge as to whether the Bidder has failed to perform as per the Tender terms and conditions duly specified by the Beneficiary.

We further hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand in writing from the Beneficiary stating the amount claimed due by way of loss or damage. Any such demand made on the bank shall be conclusive and binding upon us as regards the amount. Lodgment of claim through Registered Post shall be conclusive evidence of claim made on us by the Beneficiary. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We further agree that the claim made on us shall be settled within a period of 30 days from the date of lodgment of claim by the beneficiary.

We agree that the guarantee herein contained shall remain in full force and effect for a period of 6 months (six months). Unless a demand is made on us in writing within one month from the date of expiry of six months, we shall be discharged from all liability under this guarantee.

We further agree that any change in the constitution of the bank or the bidder shall not affect our liability under this guarantee.

We further agree that the Beneficiary shall have the fullest liberty without in any way affecting our liability under this guarantee alter any or all of the terms and conditions of the tender.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. _____ (Rupees _____). This guarantee shall remain in force upto a maximum of six months (6 months). Unless a demand in writing is made on or before _____ (one month from the date of expiry of six months (date) all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee.

We lastly undertake not to revoke this guarantee during the penance of the above said tender/tender contract except with the prior consent of the beneficiary in writing.

This guarantee must be returned to us in original immediately on the expiry of the validity date.

Sealed with the common seal of the bank on this the.....day of.....20xx

DATE :

BANKERS NAME

PLACE :

SEAL, ADDRESS

ANNEXURE - V**PERFORMANCE BANK GUARANTEE****GUARANTEE NO** :**AMOUNT** :**GUARANTEE COVER FROM** : **TO :****LAST DATE FOR LODGEMENT OF CLAIM** :

In consideration of the Centre for Development of Telematics having its office at C-DOT Campus, Electronics City, Phase-1, Hosur Road, Bangalore 560 100, hereinafter referred to as the Purchaser, having placed order(s): 1. (Order no and date) 2. (Order no and date), with our constituents M/s _____ (name of your organization) hereinafter referred to as the contractor, having their office at (address of your organization) for the supply and installation of (give brief detail of the order placed) and our constituents having undertaken to guarantee the faithful performance of the contract during the warranty period as mentioned in the purchase order(s) referred above, we the (Banker's name and address), do hereby bind ourselves as their guarantors and undertake to be responsible to C-DOT and their successors and assigns for payment of all or any sums of money, losses, damage, costs, charges and expenses, that may become due or payable by the contractor, in the faithful performance of his said obligations and covenants under the above contract stated therein provided however that the total amount to be so recovered by C-DOT from us shall not exceed Rs. ____ (Rupees _____) amount of guarantee to be mentioned payable under the said Purchase Order. We, _____ (name and address of the bank) do hereby unconditionally and irrevocably guarantee payment, without demur and without recourse to C-DOT of sums upto Rs. _____ (Rupees _____)

_____) amount of guarantee in Rs. _____ and words) on C-DOT's first demand in writing making claim for payment to C-DOT by reason of failure on the part of the contractor to fulfill their obligations under the contract.

We hereby agree that lodgment of claim through registered post shall be conclusive evidence of lodgment of claim.

We further undertake to settle the claim within 30 days of lodgment of claim.

This guarantee shall not be revocable by notice or otherwise and is unconditional and without recourse and our liability as surety shall not be impaired or discharged, until the contractor has fulfilled all the obligations under the contract and shall not be affected by any change in the constitution of C-DOT, Contractor or the bank.

Notwithstanding anything stated herein above our liability under this guarantee is restricted to Rs. _____ (Rupees _____ amount of guarantee) and shall remain in force till (last date of guarantee) unless a demand or claim under the guarantee is made on us in writing within one month of the above mentioned date, i.e., before (date one month from the last date of guarantee cover) all your rights under this guarantee shall be forfeited and we shall be relieved and discharged of all liability hereunder.

Dated:

FOR

Place:

(Banker's name)

Address and common seal

ANNEXURE - VI**ANNUAL MAINTENANCE CONTRACT AGREEMENT FOR C-DOT/BBNL**

This agreement is made on the _____ day of _____ (year) to be effective from _____ between M/s. C-DOT/BBNL, and having its registered office at _____ (hereinafter called PURCHASER which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

WHEREAS, C-DOT/BBNL has placed purchase order, on the SUPPLIER vide No. _____ dated _____ for supply, installation, commissioning & Annual Maintenance of equipment against tender No. _____, dated _____.

WHEREAS the SUPPLIER has made the offer to duly comply with all the provisions of the Bid Document, including those pertaining to Post Warranty Annual Maintenance Contract, after making himself fully aware and understanding fully the implications of the terms and conditions and specifications mentioned therein and which has been accepted by Purchaser on the terms and conditions mentioned hereafter and after ascertaining that the SUPPLIER is fully capable of complying with the aforesaid terms of the Bid Document.

Whereas C-DOT/BBNL is the owner of the goods, software and services supplied under PO no. The supplier is hereby informed that the support services under warranty and subsequent AMC shall be requisitioned and coordinated by C-DOT/BBNL who will book calls, check resolution of the problem and demand reports and status from the supplier. The AMC payments shall be made by C-DOT/BBNL based on the satisfactory support.

NOW the AGREEMENT WITNESSETH as follows:

1.0 **PERIOD OF VALIDITY OF THE AGREEMENT**

4. This Agreement shall remain in force for 3 years from the date of completion of 3 years warranty, while at the same time the term and conditions of this agreement except for payment of charges to the SUPPLIER shall also apply during warranty period.
5. Extension of this Agreement shall be negotiable for the second term at the choice of Purchaser depending on the performance of the SUPPLIER during the period of the initial term.
6. In addition to complying with all the terms and conditions recorded in the Bid Document, the SUPPLIER hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.
7. Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexes thereto shall prevail.

8. **During the period of AMC the SUPPLIER shall inter alia :**

- Provide on-site support for the hardware / OS faults reported by the Purchaser.
- Shall attend to the equipment only in the presence of the Purchaser/ Purchaser's authorized representatives.
- Replace the faulty part / PCB / box of the total solution.
- Provide solution to software (only that supplied by the vendor) problems by email / over phone or by actual site visits, if required.
- The basis of support shall be 24x7x365 -next day box replacement basis for all equipment supplied / installed. **In any case, the faulty hard disk(s) of the system will not be returned to the supplier for security reasons.**
- **An uptime of 99%, on quarterly basis, shall be guaranteed. Penalties will be imposed for a higher down time as per section 12. It will be the responsibility of the supplier to maintain required quantity of spares at his Support centre(s) to meet the committed SLA.**

- Provide software upgrades to latest versions when available.
- Preventive maintenance visits are not envisaged. It is planned to club preventive maintenance with corrective maintenance visits or hardware up-gradations.

6. The SUPPLIER shall provide all global software upgrades to Purchaser free of cost as a part of the AMC. The regular updates of the software shall also be made available as and when the same are released.

7. The SUPPLIER shall be solely responsible for the maintenance / repair of hardware & software up-gradations. Purchaser shall not be liable to interact with any of the partners/ collaborators or subcontractors of the SUPPLIER.

8. REPAIR AND MAINTENANCE

8.1 TECHNICAL SUPPORT CENTRE

The SUPPLIER shall have Technical support Centers to support the Test Bed Set-up at our Bangalore premises. The SUPPLIER shall furnish the names, locations, complete postal address, Telephone numbers, email address and FAX numbers of their support Centers at the time of signing this Agreement.

- 8.1.1 The SUPPLIER shall also provide the name of alternate contact person or Technical Support Center with address & telephone, email and FAX no. which may be contacted by Purchaser staff for support in case of no response/poor response from the designated Technical support center. This, however, shall not preclude Purchaser from imposing the penalties, if any, as applicable as per the terms & conditions of this agreement.
- 8.1.2 Any change in Address, Phone number, email, FAX Number etc shall have to be intimated in writing by the SUPPLIER to the concerned incharge of the Purchaser at the earliest. If the Purchaser is unable to report the faults to the normally assigned Technical support Center due to the change of phone number etc., the fault will be reported to the alternate centre (as per provision of 8.1.1 above) and the SUPPLIER shall be responsible for rendering all the maintenance support services to the affected site as per the terms and conditions of this Agreement.

8.2 RESPONSIBILITIES OF TECHNICAL SUPPORT CENTER

- 8.2.1 The SUPPLIER shall ensure that all the Technical support centers are manned by fully competent and responsible Engineers and who are capable of attending the faults at the Purchaser's sites, whenever needed.
- 8.2.2 **The SUPPLIER shall also ensure that Technical support Centres are manned and are able to provide service to Purchaser at 24x7x365 basis. The site visit to attend to faults shall positively be made the same or on the day next to the day of reporting throughout the year.**
- 8.2.3 The Technical support Centers shall be well equipped with the spares and trained personnel to provide the required level of SLA.

9. TECHNICAL SUPPORT PROCEDURE

The following procedure shall be followed for Technical support:

- 9.1 In case of any fault, abnormality in the system, partial or total failure of the system, the officer in-charge of the Purchaser will immediately contact the designated Technical support Center of the SUPPLIER and give information about the nature of fault over phone / FAX / e-mail.
- 9.2 The SUPPLIER shall maintain a proper system of trouble reporting (creation of a fault docket / trouble report etc), resolution, escalation, status updation and reports generation. The purchaser shall be given access to the status reporting system. The entire system should be geared towards ensuring the desired SLA levels.
- 9.3 Technical instructions shall be given to the Purchaser staff of the concerned site, over phone. If the fault is restored by following the instructions given over phone, the designated Incharge of the site will close the Fault Docket after satisfying himself of the proper restoration of the fault.
- 9.4 The SUPPLIER shall also ensure visits of the expert and competent technical staff of the SUPPLIER in case the fault is not rectified to the satisfaction of Purchaser even after following the telephonic instructions and advices.
- 9.5 Once the fault has been rectified and the system & services restored to normal, the visiting engineer of the SUPPLIER shall submit a report on the details of the works done by him for restoration of the faults and also recommend steps to be taken and procedures to be followed for not only restoration of similar faults by the Purchaser's staff but also for preventing the occurrence of similar faults in future. Similar entries shall be made in the fault docket also.

10. AMC CHARGES AND PAYMENTS

The charges for AMC will be as given in the purchase order and the same shall be made part of the agreement at the time of signing this agreement.

- 10.1 For fulfilling the above obligations, the following procedure shall be followed for paying the SUPPLIER the charges for the services rendered by the SUPPLIER under this Agreement.
- 10.2 Purchaser shall not pay any charges in advance. Bills for AMC shall be paid by Purchaser at the end of each quarter, after successful execution of the works under this Agreement normally within 15 (fifteen) days of the receipt of the site wise bills duly completed.
- 10.3 All payments shall be made by the concerned paying authorities based on the reports received from C-DOT , after deducting penalties, if any. For this purpose, Purchaser shall designate nodal officers at the respective states.
- 10.4 Purchaser reserves the right to adjust any over-payment of AMC charges in any quarter, any time during the period of AMC.

11. FORCE MAJEURE

- (i) If, at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of C-DOT as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of

any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

- (ii) Provided, also that if the contract is terminated under this clause, C-DOT/BBNL shall be at liberty to take over from supplier at a price to be fixed by C-DOT/BBNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the supplier at the time of such termination or such portion thereof as C-DOT/BBNL may deem fit, except such materials, bought out components and stores as supplier may with the concurrence of C-DOT/BBNL elect to retain.

12. FAULTS : SEVERITY LEVELS AND RESTORATION TIME

- 12.1 Any fault in one or more components / sub-systems causing the entire system to stop functioning shall be taken as a total failure. Example: Failure of External Storage, Servers, Blade Chassis Mid-plane and Back Plane.
- 12.2 Any fault in one or more components / sub-systems causing the entire system to continue functioning albeit with reduced performance, shall be taken as a partial failure. Example: failure of one or more (but not all) servers in a multi server site.

13. PENALTIES

- 13.1 **Total guaranteed uptime shall be 99% per quarter.** This means that the cumulative total failure time over one quarter shall not exceed 1 day.
- 13.2 An additional downtime of 1% (1 day per quarter) can be allowed for partial failure.
- 13.3 In the event of the total failure time exceeding 1 day in a quarter, per day penalty of every additional day of total failure shall be 2% of annual AMC charges. Total penalty over the year shall have a ceiling of 10% of annual AMC charges.
- 13.4 The per day penalty for partial failure time exceeding 1 day in a quarter shall be 0.5% of annual AMC charge. Total penalty for partial failure

over the year shall have a ceiling of 5% of annual AMC charges.

13.5 The uptime requirements and penalties shall be applied to each site individually.

13.6 The penalty shall be deducted from the quarterly bills.

If Purchaser is not satisfied with the performance of the SUPPLIER during AMC, it reserves the right to terminate the AMC during its currency, after giving three months notice to the SUPPLIER.

DISPUTES & ARBITRATION

15.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Executive Director, Purchaser, New Delhi or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Executive Director, Purchaser or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Executive Director, Purchaser or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Executive Director, Purchaser or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment on the ground that the arbitrator is Purchaser Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Purchaser Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties to the agreement. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever the Executive Director, Purchaser or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

15.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

- 15.3 The venue of the arbitration proceeding shall be the Office of the Executive Director, Purchaser, New Delhi or such other Places as the arbitrator may decide.
- 15.4 Any party shall not use any information obtained from other party during the course of dispute resolution process under this clause for any purpose other than to resolve the dispute and such information shall not be used in any litigation.
- 15.5 Both parties shall use their best efforts in good faith and best intention to resolve disputes by mutual negotiation and consultation and shall settle amicably any dispute that may arise or relate to this agreement or a breach thereof. Pending resolution of a dispute, the Supplier shall continue to fulfill its obligations under this agreement.
16. **SET OFF :**
Any sum of money due and payable to the SUPPLIER (including security deposit refundable to him) under this Contract may be appropriated by the Purchaser or the Purchasers or any other person or persons contracting through the Purchaser and set off the same against any claim of the Purchaser or Purchasers or such other person or persons for payment of a sum of money arising out of this Contract or under any other Contract made by the SUPPLIER with the Purchaser or Purchasers or such other person or persons contracting through Purchaser.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day and year first above written.

Signed and Delivered for and on behalf of CENTRE FOR DEVELOPMENT OF TELEMATICS[C-DOT/BBNL].

By_____

Signed on behalf of M/s._____

By Shri _____ holder of General Power of Attorney dated _____ executed in accordance with the Resolution No. Nil dated _____ passed by Board of Directors.

In the presence of :

Witnesses :

- _____
- _____

ANNEXURE - VII

Details of Technical support Centers

Sl. No.	LSA Served by this Center	Name of the In-Charge and no. of support staff at the Centre	Postal Address	Telephone Numbers Min. two	Mobile Phone Number	FAX Number	E-Mail ids (Primary and Secondary)
1.	Bangalore			1. 2.			1. 2.
2.	New Delhi			1. 2.			1. 2.

Annexure - VIII

List and cost of spares and labour charges on per call basis shall be given as per the following format:

Sl. No	Item Description	QTY	Make Model	For Equipment (Server, Storage etc)	Ex-factory price (Basic Unit Price exclusive of all levies & charges)	Excise Duty		Sales Tax / VAT/CST		Service Tax		Freight, Forwarding, Packing & Insurance		Any other levies/ charges	Unit Price inclusive of all levies & charges (4+6+8+10+12+13)	Total Price inclusive of all levies & charges (2 x 14)	Discount offered if any	NET ALL Inclusive Price (15-16)
						%	Amt	%	Amt	%	Amt.	%	Amt.					
	1	2	3	4	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	Critical spares with quantities and prices																	

All inclusive Labour charges (per call basis) : ₹ _____

ANNEXURE – IX

NON - DISCLOSURE AGREEMENT

This Agreement made on this _____ day of _____, _____ (the ‘Effective Date’)

BETWEEN:

- (1) **Centre for Development of Telematics (C-DOT)**, the Telecommunication Technology Centre of Government of India, having its Corporate Office at C-DOT Campus, Mandi Road, Mehrauli, New Delhi – 110030, India.

AND

(2)

(hereinafter referred to, individually, as the “**Party**” and collectively, as the “**Parties**”)

Background:

- i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the _____ (the ‘**Project**’).

- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

Now it is agreed as follows:

1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

1.1 **'Disclosing Party'** means the Party disclosing Confidential Information to the other Party under this Agreement.

1.2 **'Receiving Party'** means the Party receiving Confidential Information from the other Party under this Agreement.

1.3 **'Confidential Information'** means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;

- 1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;
- 1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
- 1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which:

- 1.3.2.1 is, at the time of disclosure, publicly known; or
- 1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
- 1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
- 1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or
- 1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

- 1.4 **'Purpose'** means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the **Background** section.
- 1.5 **'Affiliate'** means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.
- 1.6 **'Contemplated Agreement'** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

2.0 Non-Disclosure of Confidential Information:

- 2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- 2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
 - 2.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and
 - 2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.3 The Receiving Party understands and agrees that:

2.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

2.3.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

4.0 Permitted Disclosure of Confidential Information:

4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.

4.3 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written

consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

- 4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5.0 Copying and Return of Furnished Instruments:

- 5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
- 5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.
- 5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause shall survive the termination of this Agreement.

7.0 Term and Termination:

- 7.1 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.
- 7.2 This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.
- 7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information.

8.0 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9.0 Future Agreements:

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

10.0 Amendments:

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

11.0 Severance:

If any term or provision in this Agreement is held to be either illegal or

unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.0 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

13.0 General:

13.1 Upon 45 days written notice, the Disclosing Party may audit the use of the programs, materials, marketing materials, services, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

13.2 The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including "Logo") or marketing materials. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense (including attorney's fees) arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or marketing materials where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party w.r.t a claim of trademark or copyright infringement based up on their use of the Logo or marketing materials, as expressly permitted under this Agreement.

13.3 The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.

13.4 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any

such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS whereof this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of

C-DOT

For and on behalf of

Sign : _____

Sign : _____

Name :

Name :

Title :

Title :